



Scope of Work

GLO Contract No. 23-139-000-D998
1 of 26

Client:

Texas General Land Office (GLO)

Project Title:

GLO Web Development and Management Services

Date Prepared:

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Prepared for:

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Prepared by:

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This Scope of Work (SOW) describes expected project specifications and details (Deliverables) as well as other important information for this project. In short, it describes what TradeMark Media Corporation DBA Mighty Citizen (MC) plans to provide to your organization (Client).

Please read through the deliverables carefully. All major deliverables should be accounted for in this SOW. If a major deliverable is not mentioned in this document, then it falls outside of the scope and will likely increase project cost and timeline.

By signing below, both parties acknowledge and agree that the following are proposed Deliverables that may change if mutually agreed by both parties. The final product shall contain only such Deliverables that are approved and accepted by Client.

Project Overview

Mighty Citizen (MC) will work with the Texas General Land Office (GLO) on a comprehensive website redesign project to improve the performance, usability, and design of your core website. MC will work with GLO to create an online experience that serves your audiences, increases site activity, and furthers the mission and impact of GLO.

Major Project Goals

These goals are not deliverables, promises, or guarantees. They represent the objectives that our two teams, collaborating together, will strive to accomplish.

- Understand the client's organization and its goals, both short and long-term, to help inform the website redesign project.
- Understand the state of the current websites, content inventory, and interconnected systems.
- Plan a website redesign project and make strategic recommendations for both the website project and future engagements.
- Create a refreshed brand that reflects the current and future growth of the agency and resonates with key stakeholders.
- Provide a flexible partnership that can adapt as Client needs change and opportunities present themselves.
- Build trust and rapport between MC and Client that will result in a successful implementation engagement and long-term partnership.

Deliverables

Client Onboarding, Account Setup, and Project Kickoff

MC will onboard this project, set up accounting, and facilitate a Project Kickoff meeting.

- MC will set up this project in the Teamwork online project management system. This includes setting up all of the tasks, custom milestone calendar, and documentation needed for the project.
- MC will set up invoices based on the project's installment schedule, and will work with your organization's accounting team to include the necessary information on all invoices to ensure efficient processing.
- MC will onboard the internal project team through an internal handoff and knowledge transfer.
- MC will facilitate a Project Kickoff meeting that will be attended by both Client and MC. The purpose of this meeting is to:
 - Discuss and educate Client on the project process
 - Train Client on Teamwork, our online project management system
 - Review the project timeline, milestones, deliverables and people involved
 - Review assets required by Client to complete this project

Project Management

MC will perform all general project management duties throughout this project. MC will use Teamwork project management software (www.teamwork.com) to manage the milestone calendar, tasks, messages, and files related to this project. Client is expected to use Teamwork for all correspondence and file uploads. If Teamwork is not used, additional costs for project management may apply.

Research & Discovery Phase

MC will facilitate a Research and Discovery engagement with the goal of learning about your organization, understanding your goals, and uncovering details about your target audiences. This Phase is also our chance to verify the

assumptions we made when presenting this project and better understand the complexities of the Implementation Phase. Previously presented recommendations and budget guidelines for Implementation may change after the Research and Discovery Phase is complete.

The Research and Discovery Phase will consist of the following deliverables:

Pre-Project Questionnaire

MC will provide to Client an online questionnaire to complete. The questionnaire will ask general questions about Client's business, design preferences, and other areas related to the project. MC will use Client's responses throughout various phases of the project. Client agrees to complete the questionnaire within one week of receipt.

Discovery Sessions

MC will complete up to 2 Discovery Sessions with key stakeholder groups. The purpose of these sessions are to:

- Discuss major goals of the project and conceptualize ways in which to reach them
- Understand the needs of various stakeholder groups
- Discuss and define target audience groups, goals and tasks
- Discuss and define success metrics

It is important that key stakeholders attend Discovery Sessions. MC, at its sole discretion, may require that specific staff members attend one or both Discovery Sessions and Client agrees to accommodate this request.

A summary of the Discovery Sessions will be submitted to Client for feedback.

Brand Workshop

MC will conduct a brand workshop that will last approximately 3-4 hours and involve stakeholders responsible for the major decisions at your organization.

The group will be moderated through a range of topics from a SWOT analysis (strengths, weaknesses, opportunities, and threats), to a peer review, to a visual exercise.

This will give us a defined and agreed upon place to inform how we prioritize targets, position the brand, and develop messaging and communication tactics.

Technology Review

MC will review Client's existing technology systems that may be integrated with the website and work with Client's technical team to understand and summarize the current technology environment.

To maintain the scope of this deliverable, the following systems will be included:

- The current <https://www.glo.texas.gov> website built on Cascade CMS
- The following secondary websites:



- <https://www.txcoasts.com>
- <https://voicesofveterans.org>
- <https://savetexashistory.org>
- <https://recovery.texas.gov>
- <https://cleancoast.texas.gov>
- <https://vlb.texas.gov>
- <https://coastalstudy.texas.gov>
- <https://texasadoptabeach.org>
- <https://txgloeducation.com>
- <https://historictexasmaps.com/>
- Current web based, PDF, and Microsoft Word forms that will need to be migrated to the new website
- GIS mapping components and applications currently integrated into the following GLO websites: www.txcoasts.com, cleancoast.texas.gov, and coastalstudy.texas.gov.
- GovDelivery email sign up form integration and template design and development within the GovDelivery platform
- Current site search implementation and recommendations for site search on the new website

A summary of the Technology Review will be submitted to Client for feedback.

Stakeholder Interviews or Focus Groups

MC will conduct up to 8 approximately one-hour interviews with individuals from one or more audiences, either internal or external to the Client. Alternatively, these sessions can be converted to up to 4 focus groups (with 5-10 participants). MC will work with Client to create interview questions. Client will recommend target interview candidates and will perform recruiting. MC will assist in scheduling candidate appointments.

If all Stakeholder Interviews or Focus Groups cannot be completed within 2 weeks after the agreed upon due date for this deliverable, Mighty Citizen may choose at its sole discretion to move forward with the project without completing this deliverable.

Audience Survey

MC will develop, collect, and analyze the results of an Audience Survey. MC will work with Client to create survey questions and identify recipients.

Current audiences will be reached by distributing the online survey to your email list and potentially your website and social media channels. The Audience Survey includes these Deliverables:

- Creation of survey strategy and schedule
- Creation of survey questions (up to 25 total questions with up to 3 open-ended questions)
- Survey may be distributed to multiple audiences, but will be the same set of questions
- Build survey in survey tool



- Collect results and provide summary

Note: It is recommended that an incentive for survey participation should be provided by Client for those who complete the survey and the cost for this incentive is not included in this Scope of Work.

If Audience Surveys cannot be closed within 2 weeks after the agreed upon due date for this deliverable, Mighty Citizen may choose at its sole discretion to move forward with the project without waiting for more responses.

Website Content Audit

MC will perform a qualitative Content Audit on existing website content. This includes Client's main domain, subdomains, or other websites. Up to 100 pages of content total will be reviewed.

A Content Matrix will be created demonstrating each content type, top-level navigation page, and lead generation page with information on the content's function, its intended audience, and high-level advice about how to improve the content. MC will provide an overview of trends, suggestions, and/or recommendations based on what is discovered.

Discovery Brief

After all research and discovery has been completed, MC will create and present a Discovery Brief describing in detail the insights gained from the engagement with strategic recommendations.

Implementation Phase

After the Research and Discovery phase has been completed, MC will move the project into the Implementation phase.

Core Website Design & Development

Site Architecture Sessions

MC will facilitate one or more collaborative sessions focusing on the architecture of the website. The purpose of these sessions is to:

- Discuss and define content organization including static pages, dynamic content and page hierarchy
- Discuss and define all layout elements within pages

Several deliverables will be presented, revised and approved during the site architecture sessions. These may include: site maps, wireframes, workflow documents, etc.

Once the architecture deliverables are approved, changes to the architecture of the website or additional architecture documents may be considered outside of this scope.

MC will provide site architecture services for a home page layout, a general content page layout, and up to 10 additional unique page layouts as well as any specific layouts required for the deliverables listed below. The general content page

layout will include up to 6 content modules that will allow content to be displayed and arranged in a variety of ways. Examples of these content modules include:

- WYSIWYG / Free formatted content area
- Accordion
- Video embed
- Call to action
- Custom lists
- Form include
- News or event cards
- Content cards with custom or generic content
- Featured image with captions
- Image slideshow or carousel
- Quick links
- Email sign up
- Team members
- Testimonials
- Featured sponsors or donors

Design Sessions

MC will facilitate one or more collaborative sessions focusing on the design of the website. The purpose of these sessions is to:

- Discuss and conceptualize the visual design direction of the website with the project team and other executive decision makers.
- Review and discuss sample websites and competitor websites.

Design Concepts

MC will design and present 2 unique graphical Design Concepts for the homepage.

- It is expected that stakeholders who can approve the design direction for the site will attend the design presentation meetings.
- Client will choose a general graphic design direction and will provide consolidated feedback.
- MC will revise the chosen home page design concept based on this feedback until it is approved by Client (up to 2 rounds of revisions).
- For remaining page layouts created during the site architecture process, MC will present individual graphical Design Concepts and/or an Element Collage (a collection of all site elements in a high fidelity design format, see below). MC will recommend which layouts require an individual Design Concept.
 - Element Collage example:
<https://www.mightycitizen.com/uploads/files/general-files/Elements-Artboard.png>
- Client will review each Design Concept and/or the Element Collage and provide consolidated feedback.
- MC will then revise the Design Concepts and/or Element Collage based on this feedback, including up to 2 rounds of revisions.
- Once the design deliverables are approved, changes to the design of the website may be considered outside of this scope.

Content Integration Plan and Manual Content Integration

MC will create a Content Integration Plan that will outline the process, best practices, estimated timeline, milestone schedule, responsibilities, and general expectations for content that will be integrated into Client's website. MC will present this plan and seek Client approval prior to the start of any Content Integration tasks.

- If a current website exists, the Content Integration Plan will utilize results from MC's Content Audit to establish the complexity and content types included on Client's current site. This plan will outline whether content will be integrated manually or via a bulk content import.
- MC team will then integrate content manually and/or via Bulk Content Import based explicitly on what was determined and approved in the Content Integration Plan.
 - Import of existing structured content (news stories, blog posts, staff profiles, etc.) may be handled through Bulk Content Import. Bulk Content Import is an optional deliverable and, if selected, is described below.
- For content that does not exist on Client's current website, MC will establish and customize a content delivery tool for the collection of Client content. Client agrees to utilize the content tool to submit content to MC. Client will submit a first draft of content and MC will review and consult with Client on submitted content. MC will make recommendations for improvement and will assist Client in the delivery of missing items. Client will then submit one final version of the content, which will be integrated with the website.
- Since the amount of content to be delivered is unknown, MC agrees to spend up to 150 staff hours (estimated up to 300 pages) manually entering content. If more time is required, the additional work may be considered outside of this scope.
- Client should proof and approve all site content prior to MC's content integration work as maintenance and editing to site content post integration will be considered outside of this scope. This deliverable does not include copywriting or copy editing.
- It is assumed that the source of most content will be Client's current website / content management system.

Writing for the Web Training Class ("How to Write Effective Web Copy")

MC will host a presentation delivered to Client representatives. The content of the class is focused on the substance and style of writing content for the Web. It also includes information on writing for accessibility, SEO best practices, as well as strategies and resources for keeping content relevant and meaningful.

Specifications Document

MC will deliver a Specifications Document to the Client. This document will describe each item of website functionality in reasonable detail. Client and MC will work together to revise this document until it is approved. Any revisions to this document must comply with the deliverables described within this SOW. Once the Specifications Document has been approved, changes in the functionality agreed upon will be considered outside this scope.

Web Page Layout Development



MC will develop all web page layouts based on the approved Design Concepts and Specifications.

The layouts will be developed using modern coding standards and the website will be compatible with the latest version of each of the following browsers: Microsoft Edge (PC), Firefox (PC & Mac), Google Chrome (PC, Mac, and Android) and Safari (Mac & iOS). Compatibility with additional browsers and operating systems may be considered outside of this scope.

Accessibility

All code MC creates and content MC writes and is scoped to edit will follow WCAG 2.1 AA and Section 508 guidelines. MC will conduct automated accessibility testing using Deque axe DevTools or a similar tool to confirm general adherence to WCAG 2.1 AA guidelines.

- Manual accessibility testing, screen reader testing, WCAG certification, and additional levels of accessibility conformance are not included in this scope.
- This scope will not include accessibility testing or remediation of Client's code, third-party code, or existing content imported into the new site.

Content Management System

MC will recommend and integrate the recommended content management system with the site. This system will allow Client to manage most content throughout the site.

License fees for content management system and related modules ARE included in this SOW.

Multi-lingual Website

MC will configure the content management system to allow for multilingual content to be entered and displayed across the website. MC will design and develop the website for English and one additional language.

Translation services and additional languages ARE NOT included in this SOW.

Advanced Site Search

MC will integrate a site search tool to allow for robust search functionality across the website. This may include native Drupal search, Acquia Search, or another search platform recommended during discovery. This will allow website users to search for public website content using a single field input form, with filtering options available on the results page. Client will be responsible for coordinating with the chosen search vendor on any custom development needed on the vendor side.

Monthly fees associated with a Third Party Search tool ARE NOT included in this scope of work and will be paid for by Client.

Social Media Integration



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MC will integrate the website with Client's various social media channels (i.e., Facebook, Twitter, YouTube, Instagram, etc.). The details will be decided upon during the planning stages of the project, but may include the ability for users to share content on their social media accounts, linking content to Client's social media accounts or pulling social media content into the website itself.

Notes:

- This deliverable does not include the creation or integration of a blog.
- If Client requires pulling social media content into the website, a third-party tool may be required, which may incur additional charges. Examples include curator.io and juicer.io.

Basic Search Engine Optimization

MC will develop all website pages to ensure they are available for indexing by search engines. The following are included in this deliverable:

- SEO Ranking Report (if recommended by MC)
 - MC will complete preliminary keyword research to determine the terms Client's target visitors could be using to find Client's company, and create a report showing how Client's website is visible on search engines for these terms. MC will provide suggestions about ways to improve visibility, traffic and leads.
- Client will have the ability to provide custom title tags and description tags through the Content Management System. Default page titles will be generated by the CMS.
- Wherever possible, MC will develop the site to use search engine friendly URLs.
- After project launch, MC will:
 - Redirect up to 300 site pages from the existing URL to the appropriate corresponding pages of the new site.
 - Create an XML sitemap which will allow search engines to more easily index all site pages and register the sitemap with Google Search Console (Webmaster Tools) and Bing Webmaster Tools.
 - Register website with the following search engines: Google, Bing and Yahoo!.

The search engine optimization work performed under this SOW in no way guarantees a specific search engine ranking.

Google Analytics

MC will integrate Google Analytics with the site. Client will be expected to register for a Google Analytics account (if a previous one does not exist) and provide login information to MC so that the integration can be completed. This system will allow Client to view detailed reports about the traffic on the website. More information on this particular system can be found at <http://www.google.com/analytics>.

Quality Assurance and User Acceptance Testing

MC will complete a quality assurance process to help ensure that all requirements set forth in the approved specifications documents are accounted for in the development of the site. This will include User Interface Testing, Cross-Browser

Testing, Functional Testing, and basic Accessibility Testing. The process will include internal testing and Client User Acceptance Testing for each QA phase. Test plans and schedules will be created based on the unique requirements of the project.

Client User Acceptance Testing will include:

- Client will review the user interface and functionality of the website and will submit a consolidated list of revisions to MC. MC will complete all revisions that fall within this SOW and the approved specifications.
- Client will then complete a final site review and, if needed, will submit one final consolidated round of revisions. MC will complete all revisions that fall with this SOW and the approved specifications.
- Any additional revisions submitted by Client are not part of this SOW.
- It is expected that Client will make any revisions to page content after user acceptance testing through the Content Management System.

Training

MC will train Client on the content management system and Google Analytics. MC will create a training manual with written CMS documentation that covers core CMS functionality available to administrative users and content editors. MC will provide up to two virtual training sessions for Client staff. These sessions may be recorded at the request of Client. Up to 95 hours are included for this deliverable. If Client requests additional training sessions, in-depth training on specific plug-ins and/or third-party tools, or a pre-recorded video training, additional fees may apply.

Note: These training sessions are not designed for technical web developers. If technical training is requested it will be in addition to this Scope of Work

Website Launch

Upon authorization from the Client, MC will make all necessary preparations and move the website from the temporary development site to the permanent production site. At this point, the site will be live and viewable by the public.

If the Website Launch is delayed by Client for more than 90 days after Training, MC will provide Website Launch services under a separate agreement with additional cost.

Event Calendar

MC will create an Event Calendar that is integrated with the website. It will consist of an event listing page or interactive calendar with standard event-related content and event details. Client will control all event content using the Content Management System and events may be categorized. The event listing page may include the ability for users to filter the list of events by one category type. MC may use a current CMS module or plugin to create this functionality.

This deliverable does not include event registration functionality, advanced sorting/searching/filtering options for users, or migration of Client's existing event content. Any migration of content is handled through a separate Bulk Content Import or Manual Content Integration deliverable, if included.

Blog/News Section

MC will create a Blog or News Section that is integrated with the website. It will consist of a listing page with basic information about each item and a details page with detailed information about each item. Client will control all content using the Content Management System and items may be categorized and tagged. The blog or news listing page may include the ability for users to filter the list of items by one category type.

This deliverable does not include advanced sorting/searching/filtering options for users or migration of Client's existing blog or news content. Any migration of content is handled through a separate Bulk Content Import or Manual Content Integration deliverable, if included.

Resource Library

MC will create a resources section that is integrated with the website. It will consist of a resource listing page layout, general resource layout and video resource layout. Client will control all resource content using the Content Management System and resources may be categorized. The resource listing page may include the ability for users to filter the list of resources by keyword search, type, specialty, and year. MC may use a current CMS module or plugin to create this functionality.

This deliverable does not include advanced sorting/searching/filtering options for users, or migration of Client's existing resource content. Estimated hours do not include importing or automation of resources. If required, additional hours and timeline may be needed.

Form Builder Tool

MC will integrate a form builder module that will allow non-technical users to create web forms that seamlessly integrate with the website. Web forms will capture exportable data into the CMS database and can be configured to notify various email addresses.

Recreating Web Based, PDF, and Microsoft Word Forms in Drupal Form Builder Tool

MC will utilize a Drupal form builder module to recreate web based, PDF, and Microsoft Word forms that exist on your current website. MC agrees to spend up to 50 staff hours (estimated up to 50 forms) on this deliverable.

CMS Content Workflow

MC will establish a workflow process within the CMS. This includes researching and identifying a content workflow process within your organization, and configuring CMS modules to allow for automation of this workflow, including editor and publisher permission levels, with a single level of approval and notifications. The CMS content workflow functionality is highly dependent on the chosen CMS and will be customized within the parameters of this system.

Bulk Content Import

MC will import content from the existing system to the new one, including up to 10 content types and 1,000 content entries.

- Client will provide an XML, CSV, or JSON file containing all content for each content type to be imported, including previous URL paths for each page if redirects are needed.
- Client will provide all associated files (images, PDFs, documents, etc.), if necessary, as directed by MC to complete the import.
- MC assumes that importing content from the existing system is possible using automated methods.
- MC assumes that content structure will be consistent from the existing system to the new one.
- Manual content migration or manual review or editing of this imported content may be considered outside of this SOW.

Acquia Hosting Environment Integration

MC will work with Client and Acquia to build and deploy the website on the Acquia platform. This deliverable includes additional technical services related to this arrangement including:

- Coordination between Acquia and Client for any platform related needs
- Testing and troubleshooting server access and permissions necessary to work within the Acquia environment and deploy the application
- Integrating deployments into the hosting environment
- Additional technical services and consultation as needed

Brand Guidelines

MC will create and present updated Brand Guidelines. The Brand Guidelines will outline colors, fonts and standards to be used in all print and online media, and will highlight proper and incorrect uses of the logo. Client will receive one round of revisions on the Brand Guidelines.

Messaging Platform

Mighty Citizen will write and present a Messaging Platform document to be reviewed and revised by Client until finalized. The purpose of the Messaging Platform is to craft and prioritize the messages your organization uses to drive strategic goals, while also precisely defining the language used to convey the messages. The Messaging Platform will likely include the following components, but will be customized for your organization's needs.

- Mission Statement (why you exist)
- Vision of the Future (how the world will be better when you succeed)
- Guiding Beliefs (a list of the things about which your organization is *certain*)
- Audiences (prioritized list of whom you exist to serve, along with what precisely they want and need from you)
- Benefits (the exact ways you improve work, life, and your industries)
- Unique Value Proposition (the most compelling way in which you're one-of-a-kind)

- Positioning Statement (the formal, buttoned-up description of what you do, for whom, where, and how)
- Brand Voice & Tone (specific demonstrations of how to bring your brand to life in text; your personality)
- Brand Archetype (the role your organization plays, according to a bunch of ancient Greek myths)
- How to Talk About Your Organization Socially (aka, the elevator pitch)

Content Strategy & Governance Plan

MC will work with Client to establish a Content Governance Plan. The purpose of the Content Governance plan is to provide a set of clear steps and guidelines for creating and managing content that meets the goals of the organization. The goal of the plan is to improve how content is written, edited, published, and archived.

The plan will be made up of several parts including (but not limited to) a Content Style Guide, a Workflow process, an Editorial calendar, and the establishment of a Content Governance Council to oversee content management and strategy.

Creation of the Content Governance Plan will be limited to 4 discovery sessions and 4 rounds of feedback.

Content Consultation: Copywriting & Copy Editing

MC will create content for the new website. This will include original content for 20 key website pages, including headlines and call-to-action content.

- Client will review first drafts of content created by MC and will provide feedback. Up to 2 rounds of revisions are allowed for all content.
- Client agrees to provide MC with requested access to subject matter experts and stakeholders, as needed to complete this deliverable.
- *A “page” is a single, hypertext document at a single URL contained within the client website consisting of an agreed-upon structure and textual content.*
 - *For this agreement, word count per page will be limited to an average of 500 words with no more than 2,000 words on any single page.*

Optional Deliverables

User Profiles

MC will create and present up to 5 different User Profiles based on the results of the research completed. Each User Profile will contain basic demographic and psychographic information, and identify key attributes.

User Journeys

MC will identify up to 3 of your organization’s key website users profiles. For each, MC will map the interactions each user type should have with your website.

The final deliverable will include:

- An overview of how each user type finds your website valuable to their particular needs
- A description of key tasks that each user type should complete on your site, and the steps each should take to complete each task
- A visual representation of the paths that each user should take as they complete website tasks

Logo Design with Logo Guidelines

MC will redesign client's logo. Includes the design of 3 logo concepts, presented in black and white and color, with up to 2 rounds of revisions to the chosen option. Final deliverable will include the logo in several different file formats optimized for use in print and digital applications (EPS, JPEG, PNG, SVG, etc.).

MC will create and present updated logo guidelines that dictate best practices on the use of the new logo in marketing communications. The Logo Guidelines will cover minimum size, clear space, and color palette and will highlight proper and incorrect uses of the logo. Client will receive one round of revisions on the Logo Guidelines.

Board Involvement

If Client's organization is governed by a board of directors or executive management team, Client agrees to allow MC to:

- Conduct a branding exercise with a quorum of members before logo concepts are presented.
- Directly present initial logo concepts to a quorum of members.

Disclaimer: MC will perform a general search to ensure that the logo mark created is unique. However, MC does not have the resources to complete the type of extensive search that a trademark attorney would. MC is not responsible for any trademark infringement claim or violation of any third party trademark regarding any designs or logos created or modified by MC.

Launch Plan

Based on the Client's allocated budget for launch initiatives, MC will create a launch plan. This plan may include recommendations for a combination of print, digital advertising, social, video, email, direct mail, media partnerships, traditional media, or other approaches. The plan will:

- Establish launch goals and target audiences
- Contain strategies and tactics for how to reach target audiences with the new brand, website, or announcement
- Include a calendar outline with launch timing
- Include the recommended approach and targeting criteria for each media channel included in the plan
- Include recommended budget allocation
- Include specific recommendations for measuring the effectiveness of the launch

After MC presents the launch plan to the Client, the Client will have two rounds of revisions on the plan.

This deliverable does not include creative concepts or any campaign execution.

Image Curation

Mighty Citizen will curate imagery for the new website. Curation for up to 20 images includes:

- Researching, selecting, and presenting imagery that aligns with Client's brand standards and the graphic design direction of the website
- Displaying selected imagery within the main page layouts of the website for demonstration purposes
- Purchasing final selected images
- Producing the final image set including cropping, resizing, and basic graphic design to prepare the image set for content entry

Photography Allowance

There is an allowance for up to \$2,400 for photography (stock or custom photography). Client may choose more or less photography and the allowance will be adjusted accordingly.

Brand Collateral Design

MC and Client will determine what additional brand assets are needed to showcase your brand(s). This may include the evolution of business templates, physical collateral, digital assets, design updates to GovDelivery templates, etc. This may include graphic design, copywriting, and press management. *This scope estimates approximately 100 hours to be spent on additional brand collateral needs.*

Post-Launch Support

MC may provide ongoing service and support to Client for the deliverables specifically described within this SOW. The services provided will include:

- Technical support and troubleshooting
- Bug reporting and resolution
- Software maintenance including minor version and security updates.
- Browser compatibility upkeep including minor modifications to website as new major browser versions are released
- Training and consulting (up to 1 per quarter)
- Analytics reviews (up to 1 per quarter)
- 1 expert review, competitive analysis, or digital marketing audit per annual term
- 10% discount off hourly rates for billable services after project launch
- Free estimates for additional work

If Client chooses their own hosting environment or to host with a third-party that is outside MC's direct control, an estimate for additional technical services related to this arrangement will be provided.

Term and Renewal of Post-Launch Support

The initial Post-Launch Support term will begin upon Website Launch or 4 weeks after Training, whichever comes sooner, and will end after 6 months. Client may have the option to purchase additional support through Mighty Citizen's Care Package program for additional annual terms. MC will provide a custom proposal for the renewal cost,



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15-20% of the cost of any digital deliverables is typical for an unlimited support option. Other plans are available. Client may opt out of the Post-Launch Support or Care Package at any time upon written notice, but no refund will be provided. MC may choose not to offer renewal by providing written notice no less than 15 days from the end of the current period. See additional terms below.

Risks & Assumptions

The cost and timeline of this project is based on a fixed price. Risks to the successful completion of the project can be mitigated by agreement on some assumptions that are made to ensure an effective partnership.

Those assumptions are:

- **Stakeholder Involvement**

Attendance of all key stakeholders in meetings will best enable us to identify the challenges and goals of this project. MC assumes that all key stakeholders, including executive decision makers, will attend sessions upon request by MC.

- **Content**

The complexity and amount of content that must be prepared and entered by Client may be considerable and is time-sensitive. MC assumes that Client will commit necessary resources to the submission of content to facilitate delivery of site.

- **Communication**

Timely and effective communication is key to the success of this project. MC will be proactive in communicating project needs. MC expects that Client will likewise work to do the same.

- **Timeline**

The timeline of the project is dependent on both MC's delivery of project deliverables and the Client's delivery of communication, feedback, approvals, and necessary assets (branding materials, content, etc.). Both parties will commit to the timely delivery of these components. If timely delivery isn't possible, both parties commit to open communication with one another about the impact of the delay.

- **Project Personnel**

A smooth project is dependent on consistent project personnel throughout the process. A change in point of contact, or major stakeholders or decision makers, can cause project delays while we acclimate the new personnel and address any differences in project direction. If a person integral to the project on your team changes, and it becomes necessary to onboard a new person or implement a change in project direction, this could result in an adjustment to the timeline or a scope addition.

- **Access to the Development and Production Servers**

Client agrees to give MC necessary server access in order to efficiently complete the deliverables described above.

Project-Specific Assumptions

- Our proposal assumes that the following sites will be consolidated into one site. If it is determined that one site needs a stand-alone site, that may increase the project price and timeline.
 - <https://www.glo.texas.gov>
 - <https://www.txcoasts.com>
 - <https://voicesofveterans.org>
 - <https://savetexashistory.org>
 - <https://recovery.texas.gov>
 - <https://cleancoast.texas.gov>
 - <https://vlb.texas.gov>
 - <https://coastalstudy.texas.gov>
 - <https://texasadoptabeach.org>
 - <https://txgloeducation.com>
 - <https://historictexasmaps.com>
- This proposal assumes the website will have 12 page layouts/templates and 6 content modules. Additional page layouts/templates or content modules may increase the project price and timeline.
- This proposal assumes 2 languages (English+) will be designed for.
- This proposal assumes that the integration of GIS mapping functions will not require custom code.
- Additional discovery is needed to determine the mapping functionality for txcoasts.com. Our proposal assumes that we are not recreating the mapping functionality in the new site.
- This proposal assumes that one event calendar, resource library, and blog/newsroom will be used for the whole site.
- For the recreation of PDFs and Word forms in Drupal, we are assuming the creation of 50 forms at 1 hour per form.
- The project assumes 2 rounds of revisions to all creative deliverables. Additional rounds of revisions may increase the project price and timeline.
- This project assumes that stakeholders that have authority to approve design concepts will attend design discovery and presentation meetings.
- Mighty Citizen will present 2 home page design concepts. If more home page design concepts are required, it may increase the project price and timeline.
- If all Stakeholder Interviews or Focus Groups cannot be completed within 2 weeks after the agreed upon due date for this deliverable, Mighty Citizen may choose at its sole discretion to move forward with the project without completing this deliverable.
- The scope does not include the cost for incentives for Audience Survey participants, if the Clients chooses to offer one to participants.

- If the Audience Surveys cannot be closed within 2 weeks after the agreed upon due date for this deliverable, Mighty Citizen may choose at its sole discretion to move forward with the project without waiting for more responses.
- The scope assumes that Mighty Citizen will use a third-party content integrator for manual integration of 300 pages of content, since the amount and complexity of content is unknown. If accessibility remediation on integrated or migrated content, is not included in this scope.
- The scope includes up to 1000 pages/content entries and 10 content types of Bulk content import with a different CMS as is currently in use. Bulk content import does not include manual content formatting after content has been imported.
- Manual accessibility testing, screen reader testing, WCAG certification, and additional levels of accessibility conformance are not included in this scope.
- This scope will not include accessibility testing or remediation of Client's code, third-party code, or existing content imported into the new site.
- All web layouts will be compatible with the latest version of each of the following browsers: Microsoft Edge (PC), Firefox (PC & Mac), Google Chrome (PC, Mac, and Android) and Safari (Mac & iOS). Compatibility with additional browsers and operating systems may be considered outside of this scope.
- If social media integration is provided, this scope does not include license fees for third-party tools for this functionality (such as curator.io or juicer.io).
- Basic search engine optimization is provided, however it in no way guarantees a specific search engine ranking.
- If an Event Calendar is provided, this scope does not include the creation of event registration functionality unless scoped separately.
- If a blog or news section is provided, this scope does not include advanced sorting/searching/filtering options for users
- MC assumes that all key stakeholders, including executive decision makers, will attend sessions upon request by MC.
- If content needs to be provided by Client, MC assumes that Client will commit necessary resources to the submission of content to facilitate delivery of the project.
- MC assumes timely, effective, and friendly communication from Client.
- MC assumes Client will deliver on its responsibilities in a timely and organized fashion, and in alignment with any milestone schedules previously agreed to.
- MC assumes major stakeholders or project personnel will remain unchanged throughout the duration of the project. If a new major stakeholder is introduced at a later stage, it may increase the price and timeline of the project at MC's sole discretion.
- MC assumes Client will use MC's recommended project management system.
- Client will provide a dedicated project manager or point of contact throughout the project duration.
- Pricing provided in our proposal is valid for 60 days from date on proposal. If contract signature is not received within this time frame, prices are subject to change.

- Pricing assumes a project kickoff meeting will take place within 30 days from contract signature. If the project kickoff meeting does not take place within this time frame due to client delay, prices are subject to change.

Payment Terms

Research & Discovery

Service Offering	DIR Price
Client and Project Onboarding	\$5,437
Discovery Sessions (2)	\$13,138
Brand Workshop	\$34,945
Technology Review	\$13,592
Stakeholder Interviews (8) or Focus Groups (4)	\$16,310
Audience Survey	\$6,343
Website Content Audit	\$5,437
Discovery Brief	\$20,153
{Optional} User Profiles (up to 5 user types)	\$5,300
{Optional} User Journeys (up to 3 user journeys)	\$7,985
<i>Subtotal</i>	<i>\$128,640</i>
<i>Sales Tax (6.6%)</i>	<i>Exempt</i>
<i>Research & Discovery Total</i>	<i>\$128,640</i>

Implementation

Service Offering	DIR Price
Core Website Design & Development	\$197,629


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Content Integration Plan & Manual Content Integration (approx. 300 pages)	\$34,711
Multi-lingual Website (English + 1 language)	\$44,619
Advanced Site Search	\$15,500
Event Calendar	\$24,543
Blog/News Section	\$14,099
Resource Library	\$22,924
Form Builder Tool	\$6,517
Recreating PDF and Word Forms in Drupal Form Builder Tool	\$18,802
CMS Content Workflow	\$5,101
Bulk Content Import (1,000 entries)	\$79,963
Acquia Hosting Environment Integration	\$7,475
Brand Guidelines	\$14,951
Messaging Platform	\$13,592
Content Strategy & Governance Plan	\$42,043
Content Consultation: Copywriting & Copy Editing (20 pages)	\$29,788
CMS Training (up to 95 hours)	\$21,435
Post-Launch Support (6 months)	\$52,253
{Optional} Logo Design with Logo Guidelines (per logo)	\$14,273
{Optional} Launch Plan	\$15,857
{Optional} Image Curation (per 20 images)	\$31,388
<i>Subtotal</i>	<i>\$707,463</i>
<i>Sales Tax (6.6%)</i>	<i>Exempt</i>
<i>Implementation Total</i>	<i>\$707,463</i>

Additional Hourly Support Services

Additional hours to be used throughout the duration of the project to account for optional deliverables or new work/deliverables identified during the discovery and/or implementation phases. MC and Client will mutually agree upon additional hourly services needed before the work begins.

Service Offering	DIR Price
{Optional} Brand Collateral Design (up to 100 hours)	\$17,425
Additional Support Services - 600 hours at Current DBITS/DIR rate of \$174.25/ hour May include: user research, website design & development, content integration, branding, copywriting, marketing, strategy, etc.	\$104,550
<i>Subtotal</i>	<i>\$121,975</i>
Sales Tax (6.6%)	Exempt
<i>Hourly Services Total</i>	<i>\$121,975</i>

Total Project Price: \$958,078

Price includes a DIR discount offered to State of Texas clients.

☒ Client is sales tax exempt: ☐ Government (☒ DIR Contract) ☐ Nonprofit ☐ Out of State ☐ Reseller

Client agrees to make payment for the Deliverables described in this SOW in U.S. currency.

- [See attached payment schedule](#) for payment details.
- Optional deliverables (user journeys, user profiles, logo design, launch plan, image curation, and brand collateral design) have been included in the payment schedule, but will only be billed if used.
- Additional Support Services have not been included in the payment schedule and will be billed on a monthly basis as needed.

Estimated Date of Completion: March 2024 with website support through September 2024

- Based on Required Deliverables we estimate the website will launch in Q1 of 2024.
 - If additional deliverables are added the timeline may change.
- The Estimated Date of Completion (EDC) is only an estimate and will depend, in part, on Client's cooperation during all stages of the project.

Pricing Expiration

The Total Project Price described above was calculated using a variety of factors including hours of effort, current workload, value of solutions provided, any discounts offered, etc. It is important that this SOW be approved in a timely manner in order for MC to offer this project at the price quoted.

Pricing Expiration Date: 60 calendar days from date listed at the top of this SOW.

Other Terms

Project Delays Caused by Either Party

Both parties agree to work in good faith to complete all milestones and responsibilities in order to meet a reasonable project completion timeframe, as indicated above as the Estimated Date of Completion. Client understands that if one of their responsibilities is significantly delayed (i.e., input, approval, or payment) MC will need to place the project on hold and move resources to other projects. In this situation, MC will only be able to reschedule the project based on current workload and availability.

Previous Information

This SOW was prepared based on information received by MC from Client during previous conversations. MC reserves the right to alter this SOW, including deliverables, cost and timeframe, if MC becomes aware of new information that was not discussed prior to drafting this SOW. MC will notify the client if this becomes a possibility.

Rounds of Revisions

Unless otherwise described, Client is limited to no more than 2 rounds of revisions to any presented deliverable described above, including architecture deliverables, Design Concepts, the Specifications Document and other deliverables. Additionally, any Client team member who has approval authority over creative deliverables shall attend planning sessions and presentations. Lack of participation may result in additional rounds of revisions. If more rounds of revisions are requested, the work may be considered outside this scope at the sole discretion of MC.

Change Orders

Services requested by Client that are not described in this SOW may be incorporated into this project through a Change Order signed by Client. Once a change order has been approved, there is no option for cancellation.

Cancellation

This project can be canceled or substantially reduced only if mutually agreed upon in writing by both parties.

Termination of Post-Launch Support

Client may opt-out of the Post-Launch Support (described above) at any time. No refund will be provided. If the website is moved to an alternative hosting environment at Client's request, programming work is performed on the website by someone other than a MC staff member or subcontractor, or Client is granted root level access to all website files (through FTP, SSH, VPN or otherwise) the Post-Launch Support may be considered null and void with no refund granted at sole discretion of MC.

Approval Process

Client shall notify MC in writing of its rejection of a Deliverable according to the agreed-upon milestone schedule, stating the specific reason for rejection (which reason must be within the SOW). If Client does not reject a Deliverable by the date agreed upon, such Deliverable is deemed approved and accepted by Client. Upon MC's receipt of Client's rejection of a Deliverable as defined above, MC will use commercially reasonable efforts to revise such Deliverable until the Deliverable has been accepted by Client. The feedback and revision period for a Deliverable must comply with the agreed upon milestone schedule in order to meet the Estimated Date of Completion.

Client Content

Client shall submit only one final version of site content and must do so in a timely manner according to the process required by MC. Without understanding the content structure of the new site, or how well content is structured on the existing site, we can't accurately predict the time it will take to migrate content. We'll agree on a content migration plan, including any additional costs, after discovery and architecture has been completed.

Administrative Access

If Client requests administrative access to a Content Management System or root level access to website files (through file transfer protocol, virtual private network or otherwise), Client is responsible for all changes that Client makes to the website and related Deliverables. Client must pay MC its then current hourly rate to correct or restore any changes made by Client (if correction or restoration of changes is possible) and Client understands that no technical support or troubleshooting will be performed without charge by MC if such access is granted.

Graphic Design Services

MC will provide general graphic design services necessary to complete the deliverables described above. Unless provided specifically as a deliverable within this SOW, the creation of custom icons, manipulation of Client's logo or other branding marks or the creation of custom and specific graphics requested by Client may be considered in addition to this SOW at the sole discretion of MC.

Stock Photography

Unless requested otherwise by Client, stock photography (licensed photographs) may be provided during this project at the sole discretion of MC. Specific stock photography requests or stock photography that is part of Client content will be provided and paid for by Client.

Video Hosting

MC does not provide video hosting for streaming videos. If Client chooses to have streaming videos embedded on a website hosted by MC, a third-party video host such as YouTube, Vimeo, or Wistia must be chosen. MC can recommend several providers.

Technology Utilization

MC plans to use a variety of technologies during the development of this project. Brief descriptions of these technologies follow.

Hosting Environment

If MC is providing Web hosting service for this project, it will be hosted on one of the following platforms:

- For PHP based systems: Linux hosting environment running CentOS or Debian Linux as the operating system and Apache and NGINX as the Web server software.
- For .NET based systems: Windows Server hosting environment running IIS as the Web server software and utilizing Microsoft Azure services.

The details of the hosting arrangement will be determined by the necessities of this project. The servers that MC uses are located in a third-party data center.

If Client provides hosting for this project, Client agrees to provide reasonable access to the web server(s), as needed by MC to fulfill the terms of any SOW. Reasonable access will include access to the web server(s) through SSH and SFTP and access to work with the database(s) as needed.

Formatting Languages

MC plans to utilize HTML5, CSS3, and JavaScript to format and display all web page layouts and page content. In addition, other formatting languages may be utilized as needed.

Programming Languages

MC may utilize a variety of programming languages during the development of this project including, but not limited to, PHP: Hypertext Preprocessor (PHP), C#, Structured Query Language (SQL), and JavaScript.

Databases

MC may utilize a variety of database technologies during the development of this project including, but not limited to, MySQL, Microsoft SQL Server, MariaDB, and PostgreSQL.

Other Terms

This SOW is governed by the terms of the Department of Information Resources **DBITS contract DIR-CPO-5003**.



MC will provide GLO with an estimated timeline and Deliverables schedule for the implementation phase of the project. Once GLO Project Manager approves the Deliverables schedule, it shall form a part of this SOW as Attachment B. MC shall not commence any implementation phase work until it receives a notice to proceed with the implementation phase of the project from GLO ("NTP").

The Parties agree that during the Contract term, Attachment B may be modified from time to time. When such modification is approved in writing by the Parties and in accordance with written instructions provided by the GLO Project Manager to MC, such modifications shall automatically amend Attachment B and the Contract.

All terms not defined in this SOW have the meanings ascribed to such terms in the GLO's Request for SOWs, which is incorporated as Attachment A. All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract. This agreement, including Attachments A, B, and C, and DIR Contract Number DIR-CPO-5003 constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.

The order of precedence for this Contract are as follows: Statement of Work, including Attachments A, B, and C, followed by DIR Contract DIR-CPO-5003.

By signing below, both parties accept the deliverables and terms described within this SOW. If changes to this SOW occur during the development process, additional charges may apply. This Contract shall be effective upon the date of last signature. This Contract shall expire six months from the earlier date of final completion under the criteria found in 2.6.3 of Attachment A, or December 31, 2024.

Agreement

CLIENT:

Texas General Land Office
PO Box 12873
Austin, TX 78711

Mark A. Havens

Printed Name

DocuSigned by:

Signature

Chief Clerk / Deputy Land Commissioner

Title

6/8/2023

Date

OGC CIO DSP GC

MC:

TradeMark Media Corporation DBA Mighty
Citizen 2400 Webberville Road, Building C, Suite
100 Austin, Texas 78702

Carly Hoh1

Printed Name

DocuSigned by:

Signature

Executive Vice President of Operations

Title

6/7/2023

Date



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**BILLING INFORMATION** | ☐ Billing information on fileBilling Contact Name: Michelle EmbryBilling Contact Email: michelle.embry@glo.texas.govBilling Contact Phone: (512)463-4165Billing Address: 1700 Congress Avenue, Austin, TX 78701Special Billing Instructions: Please send invoices to specified email on the purchase order**APPROVED:****DEPARTMENT OF INFORMATION RESOURCES**

By: DocuSigned by:
Hershel Becker
7F04G0B013D547B...

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 6/9/2023 | 10:27 AM CDT

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**State of Texas
Texas General Land Office**

DBITS Solicitation and Statement of Work

Comprehensive Web Development and Management Services

Posting Date: March 1, 2023

Response Due Date: March 21, 2023, 5:00pm CDT



GLO Website Redesign

Technology Statement of Work

TEXAS GENERAL LAND OFFICE

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TEXAS GENERAL LAND OFFICE

1. INTRODUCTION

1.1 ABOUT THE TEXAS GENERAL LAND OFFICE

The Texas General Land Office (GLO) has a diverse mission that includes managing a multi-billion-dollar real estate trust that generates revenue to support public education, providing benefits to Texas veterans, responding to oil spills, protecting natural resources along the Texas coast, managing programs that help Texans recover from natural disasters, and overseeing historic treasures like the Alamo. It is the oldest state agency in Texas, established by the Constitution of the Republic of Texas in 1836. The Land Commissioner is a statewide elected official and serves a four-year term.

1.2 PROJECT OVERVIEW

The GLO requests proposals from qualified Respondents through the Department of Information Resources (DIR) Cooperative Contracts to provide an analysis, re-architecture, and redesign of the GLO's websites under a cohesive web strategy; and a design and branding strategy that will result in the development of standardized design templates that reflect the findings of research and analysis.

The final deliverables must provide a web presence that is easy to navigate and intuitive for users, has consistent branding throughout, properly pairs GLO service offerings and customer segments, provides greater transparency into agency operations, meets state and federal accessibility requirements, and uses best practices for content governance to ensure the GLO delivers quality content to its customers.

The GLO seeks to have the agency website(s) ready to launch six to nine months after a contract has been signed.

1.3 STATEMENT OF WORK

The purpose of this Deliverables-Based IT Services (DBITS) Solicitation and Statement of Work (SOW) is to define project-specific deliverables, activities, timelines, and business-related needs and requirements when working with the GLO. If applicable, capitalized terms appearing in this SOW have the meanings defined throughout this SOW and in Appendix H.

This SOW, including all appendices, attachments, documents, terms, and conditions attached hereto or incorporated herein by reference, will form part of the contract (referred to herein as the "Contract") between GLO and the Vendor.

This SOW is being released only to qualified DIR contract holders and any responses to this solicitation must be offered under an existing DIR contract that is referenced in the response. The terms of the Vendor's DIR Contract for DBITS shall apply to any contract awarded pursuant to this SOW.



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2. PROJECT DETAILS

This section specifies details of the Comprehensive Web Development and Management Services engagement (the “Project”) that the Vendor must fulfill. The milestones and deliverables described below will be thoroughly evaluated by GLO subject matter experts (SMEs), agency stakeholders, and representatives.

2.1 PROJECT REQUIREMENTS

The Vendor must ensure the final Project deliverables meet the following requirements:

- 2.1.1 Create overall brand identity that reflects the agency’s mission and philosophy as outlined on the current website. The visual design must display consistent design elements that support a core message as developed in this engagement. Evaluate and make recommendations on the use of a single or multiple websites to represent the agency and its diverse programs and services.
- 2.1.2 The website must be built on a Content Management System (CMS) that allows for all areas of the site (webpages, images, blogs, forms, etc.) to be easily updated. The website must be built using the latest production version of Drupal CMS. The current GLO websites use Cascade CMS. The Vendor shall be responsible for configuring the CMS, including but not limited to creating channels, categories, and statuses. WYSIWYG editing tools shall also be incorporated into the CMS.
- 2.1.3 Provide homepage design that focuses on the highest-priority information and functions of the agency; it must also create calls to action to the most popular sections and pages.
- 2.1.4 The GLO manages several domains and websites. All content under the domains listed in [Section 5.1](#), “Supporting Information,” is included in the scope of this Project. This includes but is not limited to: the homepage; the About the Commissioner, Energy, Veterans, History, Land, Coast, and Recovery sections; and division and topic pages. Content that resides on the thealamo.org domain **is not** included in the scope of this Project.
- 2.1.5 Provide navigation that leads primary audience groups down clear paths to the information and services they need.
- 2.1.6 Search must be quick, effective, comprehensive, and sitewide, with features that assist with findability.
- 2.1.7 The CMS must allow for categorization/tagging of content.
- 2.1.8 The Vendor must build all navigational elements, interfaces, templates, graphical elements, stylesheets, and tools required to populate and maintain the site structure and contents.
- 2.1.9 The website(s) shall have the capability to display a sitewide banner alert at the top of each page in the event of an emergency (e.g., office closures). The banner alert shall be customizable.



GLO Website Redesign

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TEXAS GENERAL LAND OFFICE

- 2.1.10 The website(s) must allow the GLO to cater to the multi-lingual constituency it serves. This does not mean the entire website must be multi-lingual, but some content will need to be multi-lingual based on the population served or requirements specified by federal partners. In addition to English and Spanish, some content on the website will need to support Vietnamese, Chinese, Urdu, and Arabic language options. Applicable final deliverables must support the use of these languages, but translation of content from English into other languages is excluded from the scope of this SOW.
- 2.1.11 The website must be responsive, so that it seamlessly adjusts to fit desktops, laptops, tablets, and mobile devices.
- 2.1.12 All website(s) must render correctly and be fully functional with the following browsers: Mozilla Firefox, Google Chrome, Microsoft Edge, Safari, and Android Native.
- 2.1.13 Provide an information architecture that is based on user profiles/behavior and website analytics. The architecture must direct users towards high-profile and frequently accessed content, while flexibility for later revisions.
- 2.1.14 Provide site map for search engine optimization (SEO) and user purposes.
- 2.1.15 The Vendor will evaluate, design, document, and implement a content management strategy and supporting governance processes. This includes agency stakeholders writing and submitting content and editors reviewing and approving before content is published externally. This will require the Vendor to provide training and communication to prepare GLO staff for the transition to the new website and the governance processes.
- 2.1.16 Provide a broader, more open author community that expands beyond GLO's current community of six authors.
- 2.1.17 The Vendor, with the GLO, shall rationalize, archive, and migrate all content and files from the current CMS and web platform to the new website. Vendor must also build functionality to allow continued publishing of migrated and new content types, including but not limited to press releases, photos, videos, job postings, and program information.
- 2.1.18 The site must be optimized for search engines and mobile users.
- 2.1.19 Provide improved integration of social, video, and photo channels onto the website.
- 2.1.20 The website must be built using HTML and Cascading Style Sheets (CSS).
- 2.1.21 The website(s) (all pages, contact forms, and downloadable documents) must be designed and developed to adhere to the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), Level AA or greater, in order to accommodate people with disabilities.



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- 2.1.22 The Vendor shall perform and report on accessibility and usability testing to ensure compliance with the requirements outlined in this section.
- 2.1.23 The website(s) must also satisfy the applicable regulatory requirements of [Title I, Texas Administrative Code, Chapter 206, Subchapter B: State Agency Websites](#).
- 2.1.24 The Vendor must provide on-going warranty maintenance and post-implementation support for a period of six months following Project completion (the "Warranty Maintenance Period"). This includes providing on-going hands-on operational support for GLO staff as well as continuing communication, change management, and training activities, as needed.
- 2.1.25 Vendors may propose options for the unbundled purchase of additional on-going website support and maintenance service beyond the Warranty Maintenance Period, with the understanding that the GLO does not guarantee the purchase of any such proposed services.
- 2.1.26 The Vendor may propose options for additional services, including ad hoc services, that are generally within the scope and intent of the services described herein and are reasonable and necessary to perform and carry out the GLO's stated requirements and objectives regarding the Project.

2.2 TECHNICAL CONSIDERATIONS

Respondents must account for these technical considerations as part of their proposal:

- 2.2.1 The Vendor must use the Drupal CMS hosted on the Acquia Digital Experience Platform as the content management system and hosting environment for the Project.
- 2.2.2 The GLO uses the SiteImprove platform for optimization, support, and maintenance of agency websites.
- 2.2.3 The GLO uses the GovDelivery marketing platform from Granicus to develop marketing campaigns, newsletters, and email subscriptions lists to communicate with its constituency.
- 2.2.4 The GLO currently uses a mix of the Cascade CMS platform and other technologies on existing websites. The websites use the following software technologies: Linux, Apache, MS SQL, Amazon S3, and PHP. Proposals must reflect the Respondent's experience working with these software technologies, particularly as it relates to development and maintenance of Drupal CMS and the Acquia Digital Experience platform.
- 2.2.5 The Vendor must deliver all design and content elements in compliance with WCAG 2.0, Level AA or greater guidelines. The Vendor must write all design templates using CSS and test all design templates for cross-browser compatibility. The Vendor must ensure all designs are highly mobile and print friendly.
- 2.2.6 The Project must include comprehensive sitewide search using Google search (or equivalent).
- 2.2.7 The Project must include multiple dynamic RSS feeds for news releases and other media.



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- 2.2.8 The Project must include the ability to track user web traffic via SiteImprove or Google Analytics.
- 2.2.9 The Project must include the ability to embed listserv email collection code from GovDelivery, a marketing platform from Granicus.
- 2.2.10 The Project must include the ability to embed photos and videos, as singles or multiples in galleries, that are independently and dependently sourced from third-party tools such as YouTube, Instagram, Twitter.

2.3 METHODOLOGIES AND ARCHITECTURE

Respondents must consider these methodologies and architecture considerations as part of their proposal:

- 2.3.1 Gap analysis, including methodologies used for analysis and comparisons against known best practices for similar state agency sites.
- 2.3.2 Customer analysis and report, including customer profiles defining user experience, needs and wants from the agency site. Report must include defined customer profiles/personas that illustrate user needs, expectations, experiences, and processes specific to each group. The report must define what a “satisfied user experience” would consist of for each identified group.
- 2.3.3 Deliverables-based Project plan that includes major Project milestones and estimated schedule.
- 2.3.4 Content analysis that assesses the readiness of existing web content to be included in the proposed new information architecture plan and identifies key content areas that will need to be created or developed to support recommended structure.
- 2.3.5 Information architecture plan to achieve a scalable, flexible architecture that best supports the overall site framework. Plan must include content flows, diagrams, and wireframes that illustrate how new and existing content will be structured on the new site.
- 2.3.6 Design prototypes that allow the GLO to evaluate and select design proposals.
- 2.3.7 Fully developed design templates and creative collateral including logos, web art, photos, icons, color palettes, and related CSS files. Design deliverable must include a multi-tiered approach that reflects the organizational structure of the site to include templates for agencywide, department, division, service area, and any other defined content type outlined in the information architecture deliverable.
- 2.3.8 Recommendations on embedding social channels like Twitter, Facebook, and YouTube as well as any other recommendations to enable social interaction with customers.
- 2.3.9 Security and privacy policies and guidelines that address security and privacy issues related to user information and transactions that are part of the GLO web portfolio.



GLO Website Redesign

Technology Statement of Work

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2.3.10 Need for multiple online forms that email results or store data within a database; ability to create new forms from templates.

2.3.11 Utilizes latest search engine optimization (SEO) techniques.

2.3.12 The Vendor must leverage the GLO environments to host and maintain a mutually agreed upon development and test environment.

2.3.13 Testing must be performed by the Vendor in collaboration with the GLO.

2.4 EXAMPLE OF DELIVERABLE BREAKDOWN

The following list is provided as an example of how a Respondent should consider dividing the work into deliverables for payment. The example list should not be treated as an exhaustive, mandatory, or complete list of required deliverables. The Respondent shall include their recommended deliverables as part of their proposal.

- Complete GLO website rebrand
- User interface design
- GLO homepage design
- Information architecture
- Constituent User Personas
- Design program area homepages and subpages
- Design topic page templates (levels 1, 2, etc.)
- Search
- Site index and site map
- All design and development templates
- Development training
- Training documentation
- Testing and User Acceptance Testing (UAT)
- External launch
- Post Go Live Support

2.5 PROJECT PHASES

The GLO may structure the contract for this Project in two or more phases, where the main content is released in the first phase and subsequent phases address the remaining subsections and pages. Examples of potential desired phased implementation include, but are not limited to:

Phase 1

- Complete GLO website rebrand
- User interface design
- GLO homepage design
- Information architecture



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- Constituent User Personas
- Design one or more program area homepage(s) and subpages (NOTE: the GLO currently has most program areas represented on the website. The number of program areas and divisions is subject to change.)
- About The Commissioner section
- News sections (Press Releases, etc.)
- Topic page (Example: [School Land Board](#))
- Search
- Site index and site map
- All design and development templates
- Development training
- Training documentation
- Testing UAT

Phase 2

- Remaining program area homepage(s) and subpages
- Remaining topic pages
- Updated site index and site map
- Additional training documentation
- Search
- Development training
- Additional Testing UAT
- Remaining design and development templates



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2.6 PROJECT GOVERNANCE

2.6.1 Project Team

The Project team shall consist of resources from the GLO and the Vendor with the requisite skills for their respective roles. The GLO reserves the right to assess the suitability of Vendor resources for their assigned roles at any time and, if necessary, request a suitable replacement within two weeks of written notice. The GLO will designate a Representative (the "GLO Representative") to serve as the primary point of contact for the GLO.

The Vendor must designate one of its employees to serve as the GLO's single point of contact for all issues encountered during the life of the Project.

2.6.2 Project Schedule

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

2.6.3 Project Completion Criteria

The Project will be considered fully complete when all work products and deliverables described in this SOW have been completed or fulfilled, delivered to the GLO, and accepted by the GLO Representative.

2.6.4 Submission and Acceptance of Deliverables

2.6.4.1 The Vendor must submit work products and deliverables to the GLO Representative as described in [Appendix C](#), or as otherwise directed by the GLO.

2.6.4.2 The Vendor must deliver all correspondence and documentation in electronic format.

2.6.4.3 The Vendor shall provide the deliverables to the GLO Representative for review as per the dates established in a high-level Project schedule.

2.6.4.4 Acceptance of each deliverable will be indicated by written acceptance by the GLO Representative or their designee. Only the GLO Representative or their designee can accept deliverables. The acceptance of each deliverable by the GLO will be a Project milestone on the Project plan.

2.6.4.5 The GLO Representative will create the Acceptance of Deliverables document and facilitate the acceptance process.

2.6.4.6 The GLO Representative may request that the Vendor submit a work product outline for approval prior to work commencing on the work product.



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2.6.4.7 The Vendor will be given the opportunity to revise work product and deliverables to include properly vetted recommendations.

2.6.4.8 If the GLO and Vendor disagree regarding scope and quality of any work product or deliverables, the GLO Representative will meet with the Vendor and appropriate stakeholders to review the issues and determine a course of action.

2.6.5 Evaluation of Deliverables

The GLO Representative will review and evaluate the quality and completeness of submitted deliverables. GLO technical and program staff will review and evaluate submitted deliverables to determine if they meet quality standards related to technical accuracy and business criteria. Those reviewer(s) will communicate their determination to the GLO Representative, and the GLO Representative will compile the feedback to the Vendor.

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

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

2.7 VENDOR RESPONSIBILITIES

The Vendor must manage quality processes, such as change management, acceptance, and risk and issue management, which ensure the successful completion of the Project and deliverables.

The Vendor will be responsible for creating project management documentation, including but not limited to the Project Plan, Project schedule, and Weekly Status Updates. Unless approved by the GLO in writing, the Vendor must use templates provided by the GLO to ensure all information is appropriately delivered. The Vendor must store deliverables and project management documentation in a common repository (location TBD) accessible to all parties. The Vendor must update project management documentation at least weekly, unless otherwise stated or requested by the GLO Representative. Similarly, the Vendor shall provide the project management documentation identified below to the GLO Representative for review weekly or on the specific days indicated below.



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Project management encompasses activities that are on-going throughout the Project, including change management, acceptance, and risk and issue management, which ensure the successful completion of the Project. As such, the Vendor must, at a minimum, submit the following Project management documentation:

2.7.1 Project Plan

The Vendor must develop and deliver a Project plan that encompasses the entire Project, from initiation through the end of the Warranty Maintenance Period that includes, but is not limited to, the following:

- A list of major deliverables needed to complete the Project
- A comprehensive task list required to complete the deliverables
- Estimated duration of all tasks and targeted completion dates plotted on a timeline
- Meetings with GLO stakeholders to review and approve the plan
- Periodic written updates to the list of major deliverables and Project Plan as the Project proceeds as well as meetings with GLO stakeholders as needed to provide Project updates and receive notice to proceed as appropriate

Because this deliverable will be updated throughout the Project, the GLO will pay 50% of the value of this deliverable upon acceptance of the first version of the Project plan and the remaining 50% after successful Go Live.

2.7.2 Project Schedule

The Vendor shall produce and maintain a Project schedule indicating the tasks, milestones, and resource assignments for the Project. The Vendor must submit the updated Project schedule to the GLO Representative weekly, unless otherwise directed by the GLO Representative in writing. The Vendor must review the Project schedule upon request by the GLO Representative or designee. Any changes to the schedule must be approved by the GLO Representative or designee.

2.7.3 Weekly Status Update

The Vendor shall prepare and submit weekly status update reports in a format approved by the GLO. The Vendor shall provide the GLO Representative or designee with the reports by the close of business each Monday. The status reports must begin within four weeks from contract execution and run through the conclusion of the Warranty Maintenance Period.

The reports must include, but are not limited to, the following:

- High-level summary of activities conducted during the week for which the report is provided
- List of key decisions reached, tasks completed, issues identified, and related matters
- List of outstanding action items, their due date, and the person or group responsible for completing the work
- The work to be performed during the following week
- Any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. The Vendor must also track these issues in a Risks and Issues Log.



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- Any other information relevant to the Project's success

The Vendor shall attend and present Project updates at the weekly status meetings with the GLO Representative or designee. The meetings will be held on a mutually agreed upon date each week, at a time and place designated by the GLO Representative or designee.

Because this deliverable will be updated throughout the Project, the Vendor may invoice for a percentage on a periodic basis or following the completion of the Project.

3. DELIVERABLES COST SCHEDULE

Proposals must include a Deliverables Cost Schedule in the format shown below that lists: (1) each proposed deliverable, (2) each deliverable's due date, and (3) the cost of each deliverable. The GLO shall compensate Vendor in accordance with the final agreed Deliverables Cost Schedule. The GLO and Vendor may negotiate and amend any part of this SOW by mutual written agreement due to changes in scope, unforeseen occurrences during the normal course of the Project, or any other cause. Deliverable due dates listed in the Vendor's proposal indicate anticipated completion of deliverables.

DELIVERABLE	DUE DATE	TOTAL AMOUNT



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4. PROCUREMENT PROCESS

4.1 PROCUREMENT SCHEDULE

The following table documents the critical pre-award events for the procurement. All dates are subject to change at the GLO's discretion.

PROCUREMENT SCHEDULE	
Solicitation Release Date	Wednesday, March 1, 2023
Respondent Questions Due	Monday, March 6, 2023
GLO Responses to Respondent Questions	Wednesday, March 8, 2023
Respondent Conference	Friday, March 10, 9:00am
Respondent Responses Due	Tuesday, March 21, 2023, 5:00pm
Anticipated Award Announcement	Friday, March 31, 2023
Anticipated Contract Date	Friday, March 31, 2023

4.2 RESPONDENT SUBMISSION REQUIREMENTS

- 4.2.1 Respondent must respond in an electronic file format.
- 4.2.2 Respondent must include its DIR Deliverables-based Information Technology contract number, e.g., DIR-TSO-XXXX.
- 4.2.3 Respondent must provide a firm fixed price for the deliverables requested in this SOW. All direct costs, labor costs, and other costs must be included in the firm fixed price for deliverables. Payment shall be made per accepted deliverable identified and agreed upon with the GLO in *Deliverables Cost Schedule*.
- 4.2.4 Respondent must provide a description of their capabilities specific to this SOW to demonstrate their understanding of GLO requirements.
- 4.2.5 Respondent must provide three references of similar work performed within the past five years. Each reference must include:
 - a. Name of project.
 - b. Project description.
 - c. Project contact: name, email, and phone number.
 - d. Dollar amount of project.
 - e. Brief description of work performed by Respondent identifying whether the Respondent performed the work as a prime or subcontractor.
- 4.2.6 Respondent must provide resumes of management and key personnel assigned to this Project.
 - a. Management team resumes.



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b. Key personnel resumes.

Note: If key personnel must be substituted during the Project, resumes of substitute personnel with equivalent or higher skills must be provided to the GLO Representative for acceptance. GLO Representative must be notified a minimum of five (5) business days prior to substitution of key personnel.

- 4.2.7 The Respondent's submission must describe an iterative approach that offers GLO staff frequent opportunities to review draft deliverables and work products to ensure accuracy and completeness.
- 4.2.8 All proposals and descriptions of deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).

4.3 EVALUATION CRITERIA

The GLO will use the following criteria when considering proposals submitted in response to this SOW:

- Demonstrated understanding of the SOW objectives and business and technical requirements
- Respondent's approach to completing the Project's requirements
- Demonstrated relevant experience, qualifications, references, and past performance of Respondent's company and key personnel
- Cost
- Overall responsiveness, clarity, and organization of response

4.4 SOLICITATION POINT OF CONTACT

The sole point of contact for inquiries concerning this solicitation is:

Carrie Wofford
Manager, PMO
Texas General Land Office
PO Box 12873
Austin, TX 78711
512-463-5245
carrie.wofford@glo.texas.gov

All communications relating to this solicitation must be directed to the GLO contact person named above. All communications between respondents and other GLO staff members concerning this solicitation are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.



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5. ADDITIONAL ITEMS

5.1 SUPPORTING INFORMATION

All GIS mapping components and applications under the GLO websites will be out of scope for redesign but must be integrated to the new website.

The websites considered in-scope to this Project include:

<https://www.glo.texas.gov>

<https://www.txcoasts.com>

<https://voicesofveterans.org>

<https://savetexashistory.org>

<https://recovery.texas.gov>

<https://cleancoast.texas.gov>

<https://vlb.texas.gov>

<https://coastalstudy.texas.gov>

<https://texasadoptabeach.org>

<https://txgloeducation.com>

<https://historictexasmaps.com/>

Websites considered out of scope for this Project include:

<https://www.thealamo.org/>

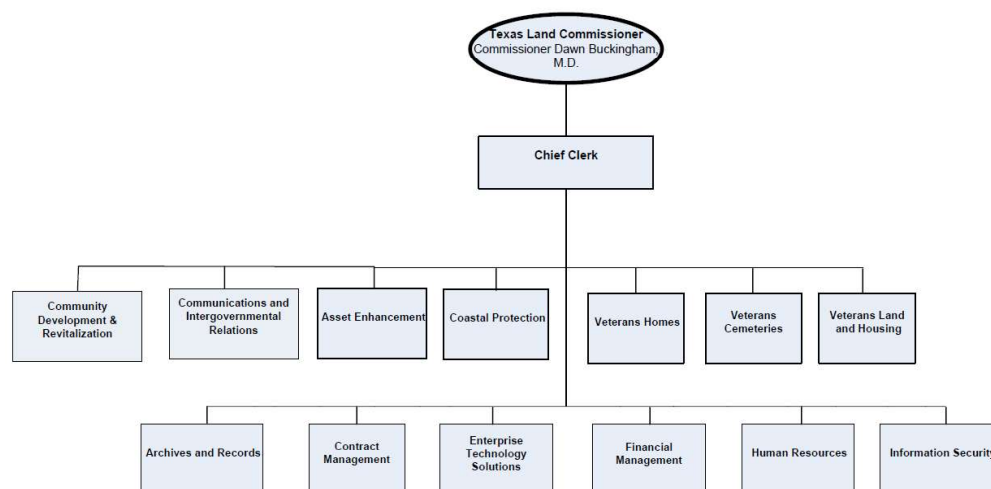
Agency Information

The agency employs between 850-900 full time employees and contractors.

The agency is organized into 13 distinct departments called Program Areas.

All program area leadership report up to the Chief Clerk as outlined in the organizational chart below.

Agency Organizational Chart





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5.2 APPENDICES TO STATEMENT OF WORK

The information provided in the [Appendices](#) section of this SOW is considered necessary and relevant to this SOW and will be part of the Contract issued under this solicitation.

5.3 GLO RESPONSIBILITIES

1. GLO shall provide management oversight of Vendor's Work, including designation of a qualified GLO employee as GLO Representative.
2. GLO shall ensure access to necessary GLO information to allow Vendor to perform Contract requirements.
3. GLO shall ensure access to GLO staff and subject matter experts as applicable.
4. GLO shall pay Vendor for deliverables received and approved by the GLO during the Contract term.

5.4 TEXAS GENERAL LAND OFFICE CONTACTS

GLO Executive Contact

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

GLO Executive Business Contact

Name: Kimberly Hubbard
Title: Director of Communications
Business Name: Texas General Land Office
Business Address: 1700 Congress Avenue
City, State, Zip: Austin, Texas 78701
Email Address: kimberly.hubbard@glo.texas.gov

GLO Executive Technology Contact

Name: Sean Peterson
Title: Chief Information Officer
Business Name: Texas General Land Office
Business Address: 1700 Congress Avenue
City, State, Zip: Austin, Texas 78701
Email Address: sean.peterson@glo.texas.gov



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APPENDICES

Appendix A	IT Policy: Acceptable Use
Appendix B	IT Policy: Vendor Access to Information Resources
Appendix C	Vendor Essentials: Assumptions & Commitments
Appendix D	Work Environment
Appendix E	Project Management
Appendix F	Agency Business
Appendix G	GLO Information Security Standards
Appendix H	Definitions, Acronyms, and Abbreviations
Appendix I	General Affirmations



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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.
- You must not attempt to access restricted portions of the network, an operating system, security software, or other administrative applications without appropriate authorization by



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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

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



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- In cases where Vendor must have direct access to servers, those servers shall be single purpose servers.

GLO Approved Implementation Strategies

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

*** End of Policy ***



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APPENDIX C – VENDOR ESSENTIALS: ASSUMPTIONS AND COMMITMENTS

GLO

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

Vendor

- Is responsible for providing complete, professional, quality deliverables identified in the agreed upon Deliverables Schedule.
- Will have three (3) business days to address GLO deliverable feedback and return the deliverable in the event of non-acceptance.
- Is responsible for working with the designated GLO Representative as the point of contact to set required meetings as needed to complete the deliverables. (See [Appendix E](#).)
- Will attend regular project meetings scheduled by the designated GLO Representative.
- Will present regular demos scheduled by the project team, as requested, timing and number to be determined during contract negotiations.
- Will perform work within the continental U.S. unless given approval by the GLO to use offshore resources. In the event offshore resources are approved, resources must be available as needed for meeting(s) or business calls during Central Standard Time (CST).

Application Development Efforts

- The GLO will provide the Vendor access to the GLO information resources necessary to perform the work described in this SOW within 10 business days upon completion and verification of required security documentation processing.
- Where applicable, the GLO will conduct periodic code reviews in adherence to GLO coding standards.
 - Code Review sign off
 - Will review code at the end of each iteration based on a mutually agreed upon timeframe.



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- Will sign off or request adjustments to address problems centered around security, business logic, and usability.
- Where applicable, the GLO will perform periodic form design and layout reviews for adherence to GLO best practices including, but not limited to, screen designs layouts, mockups as well as data grids for forms.
- The Vendor's solution design process will consider and account for information security requirements that are consistent with the sensitivity of the data used within the scope of the solution.
- The Vendor's solution will be designed and implemented in a manner that minimizes the need for maintenance and support by ETS staff.
- The Vendor will work with the GLO technical team to instruct the GLO on development support and maintenance of the final accepted solution.



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APPENDIX D – WORK ENVIRONMENT

Vendor is expected to appropriately equip its contractor(s) to provide the services specified under this SOW. This includes, but is not limited to hardware, software, and services necessary to complete the project as proposed.

Hardware

Vendor must provide its contractor(s) with individual workstations needed to perform all necessary tasks for the project work. Access to the GLO network or use of a GLO computer must be defined in the final statement of work. (See [Appendix B](#).)

The GLO will make available the development, test, and production environments to run the applications.

Software

The GLO will provide access to information resources on the GLO network. Any other software or software license(s) necessary to properly develop and service the project must be provided by the Vendor.

Product licensing, if needed, for use and for maintenance and support will be purchased separately from the DIR Master Contract with the Vendor for this project.



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APPENDIX E – PROJECT MANAGEMENT

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

Project Manager (PM)

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

- The Vendor PM will coordinate with the GLO Representative as primary contact.
- The Vendor PM will coordinate the Project Kick-off meeting with the GLO Representative
- The Vendor PM will be available during normal business hours (8:00 a.m. - 5:00 p.m. Central Standard Time) to coordinate activities with the GLO Representative.
- The Vendor PM is required to participate in a weekly status and Project Manager meetings with the GLO Representative. The weekly status and Project Manager meetings can be performed via videoconference. At the GLO Representative's discretion, the Vendor PM may be required to be on-site for the weekly status meeting or Project Manager meeting(s) for coordination purposes.

Project Change Management

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

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

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

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

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

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



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Project Reporting and Communications

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

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

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

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

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



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APPENDIX F – AGENCY BUSINESS

Estimates / Fees / Invoicing

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

Vendor will provide an estimated schedule for named deliverables and 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 Representative.

Payments to Vendor

Fees are paid by the State of Texas in accordance with Chapter 2251 Texas Government Code.

Travel Reimbursement

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

Any anticipated travel expenses must be pre-approved in writing by Customer (GLO). GLO reserves the right not to pay travel expenses which are not pre-approved in writing. For approved travel, the GLO shall reimburse Vendor for the actual cost of allowable, reasonable, GLO-authorized travel expenses the laws and regulations of the State of Texas and the GLO's policies and procedures. Travel reimbursements are reimbursements of actual expenses incurred for travel and are not a per diem. Travel reimbursements will not exceed the rates established or adopted by the Texas Comptroller of Public Accounts for travel and related expenses.

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

Itemized Receipts Required

GLO travel rules require receipts for the following expenses:

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

Lodging

Lodging will be reimbursed up to the state rate allowed and is subject to the rate limits set by the Texas Comptroller of Public Accounts or [General Services Administration \(GSA\)](#). The lodging receipt must show the



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

Meals

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

Rental Car

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

Mileage

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



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APPENDIX G – GLO INFORMATION SECURITY STANDARDS

1. Definitions

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

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

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

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

2. Security and Privacy Compliance

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

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.
- 3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data.



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If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment H**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Provider agrees to provide certification of such destruction of GLO Data.

4. Data Mining

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

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is done for the sole purpose of containing or remediating a Breach of Security.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment H**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification Certificate, or similar third-party certifications or attestations. Provider shall ensure



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that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

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



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APPENDIX H – DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Agency	Texas General Land Office
API	Application Programming Interface
DIR	Texas Department of Information Resources
Downtime	The time when a configuration item or its service is not available during its agreed service time
ETS	Enterprise Technology Solutions, the information technology department of the GLO
FedRAMP	The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that promotes the adoption of secure cloud services across the federal government by providing a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
GLO	General Land Office
GLO Representative	An agent designated by the GLO to act on behalf of the GLO
IT	Information Technology
Production environment	Controlled environment containing live configuration items used to deliver its services to customers
Respondent	A provider of DBITS under a contract with DIR that submits a proposal to perform the services described in this solicitation and SOW.
SaaS	Software as a Service
SharePoint	Microsoft SharePoint
SME	Subject matter expert
SOW	Statement of Work, refers to this document
the State	State of Texas
Test environment	A controlled environment used to test configuration items, builds, IT services, processes etc.
TBD	To be determined
TX-RAMP	A state risk and authorization management program established by DIR to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of a state agency.
User	A person who uses the IT service on a day-to-day basis
Vendor	The respondent selected to provide the services under this contract
WYSIWYG	A type of editor where “what you see is what you get” so users edit content in a form that appears as it will be displayed. Pronounced WIZ-ee-wig.



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APPENDIX I – GENERAL AFFIRMATIONS

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

1. Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Vendor.*
2. Vendor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Vendor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Vendor] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Vendor certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), 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 Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Vendor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Vendor’s compliance with the required controls.
9. 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.



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10. 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.
11. Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Vendor's submission of its offer to provide consulting services to the GLO or, in the alternative Vendor, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, 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.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Vendor shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Vendor.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Vendor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Vendor may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Vendor as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Vendor must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Vendor seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Vendor in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may



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agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

- e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of 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. Vendor does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Vendor: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
 16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. 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.
 17. Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
 18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, 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 effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
 19. Vendor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
 20. Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and



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payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.*

21. 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.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Vendor further represents and warrants that if a former employee of the GLO was employed by Vendor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Vendor that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, VENDOR, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, VENDOR, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO VENDOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO VENDOR, OR ANY OTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*



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26. 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.*
27. Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, 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.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Vendor and legally empowered to contractually bind Vendor to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Vendor shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this



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paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. 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.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Vendor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. 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. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.
36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Vendor certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*



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39. 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 Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.
40. 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.*
41. 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.*
42. 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.*
43. 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 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.*
44. 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.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Vendor, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Vendor compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 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



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defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product 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.

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

ATTACHMENT B

Place Holder

Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

The Texas General Land Office (the “GLO”) and Trademark Media Corporation DBA Mighty Citizen (“Provider”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Provider (assigned GLO Contract No. 23-139-000-D998) (“Contract”) for all purposes. Provider 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.

1. **Abandonment or Default.** If Provider 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.** Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas 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, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
8. **Executive Order 13224.** Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** 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, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
11. **State’s Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws

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

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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 Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

14. Preference for Texas Products and Materials. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

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

16. Confidentiality. To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider 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 Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider 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. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the

public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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

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. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become 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) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

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

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(b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Provider in any suit. Provider 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. Provider shall not charge any taxes to the GLO.

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

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

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

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

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irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Provider pursuant to the Contract.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider 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 Provider invoices shall: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 23-139-000-D998."** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Provider by email, facsimile, or certified mail return receipt requested. Notice is effective upon Provider's receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Provider 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 Provider under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Provider hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
33. **Prohibited Business Engagements.** Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
34. **Cybersecurity Training.** If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Provider certifies that it does not require its

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- 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 Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
40. **Energy Company Boycotts.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. **Professional Sports Teams.** If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*
43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.
44. **Ownership Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*
45. **Statements and Representations.** Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
46. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
47. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*
48. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
49. **Security Controls.** If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Provider's compliance with the required controls.
50. **Former State Employment.** Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
51. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Provider shall not obligate or expend funding

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

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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.

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

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