



**130 Drury Plaza Hotel San Antonio Riverwalk**  
**105 South St. Mary's Street**  
**San Antonio, TX 78205**  
**(210) 270-7799**  
**druryhotels.com**

## HOTEL CONFIRMATION AGREEMENT

Training Academy

Dear Bruce Simons,

Thank you for selecting Drury Hotels! We are looking forward to hosting your event and appreciate you choosing us for your group. In order to provide the room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned by 1/05/2023 or the Hotel reserves the right to release the guest rooms.

The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a **130 Drury Plaza Hotel San Antonio Riverwalk** ("Hotel") and **Texas General Land Office** ("Group") outlines specific conditions and services. This Agreement may only be amended upon mutual written consent of Hotel and Group.

### GROUP INFORMATION

**Group Name/Post As:** Training Academy  
**Contact:** Bruce Simons  
**Telephone:** (361) 438-0379  
**E-Mail:** bruce.simons@glo.texas.gov  
**Group Number:** 10086251

### ROOM INFORMATION

**Arrival:** 4/29/2024  
**Departure:** 5/2/2024

### SLEEPING ROOMS AND RATES

Hotel and Group agree to 53 room nights on the nights set forth below. Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes, fees, and assessments:

	Mon 04/29/2024		Tue 04/30/2024		Wed 05/01/2024	
	Rooms	Rate	Rooms	Rate	Rooms	Rate
<b>Run of House</b>	3	\$143.00 \$10 for each additional adult.	25	\$143.00 \$10 for each additional adult.	25	\$143.00 \$10 for each additional adult.

The Hotel has the final decision of establishing tax exempt status. Rates offered are net Non-Commissionable.

#### **Rooms:**

The Hotel reserves the right to make guest room substitutions if circumstances occur beyond the Hotel's control.

#### **Concessions:**

- Complimentary drop-down screen, \$100 daily savings.
- Complimentary morning coffee -8am-12pm, setup in the meeting room for Wednesday and Thursday.
- Discounted valet parking rate.

**PARKING**

Overnight valet parking is available at a charge of \$26.00 plus tax per parking spot per day.

**KITCHEN + BAR**

Your guests will be able to grab a casual meal or a quick bite to eat in a cozy setting at The Kitchen + Bar – Teller's Bar. Enjoy a handcrafted cocktail or choose from our carefully selected wine, spirits or local craft beer. The Kitchen + Bar – Teller's Bar is located on the first floor of the hotel for your convenience. Open from 5pm–12am Monday through Saturday and 5-11pm on Sunday. Guests have the ability to pay via cash, card, or charge to their room with proper incidental payment supplied.

**METHOD OF RESERVATION**

Reservations will be made by: Individual Call-In

**Individual Call-In** reservations can be made by reserving online, go to [www.druryhotels.com](http://www.druryhotels.com), then enter Group number of 10086251. Reservations may also be made by calling **1-800-325-0720** and refer to the Group number of 10086251.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: **Individual Pay on Own**

A valid payment card is due at the time of booking an individual reservation. The Hotel may place a temporary hold on the card which can include the full anticipated price of the stay, plus a deposit for incidentals. This credit card will be subject to individual cancellation fees.

Hotel may terminate the room block if the Group fails to comply with any advance deposit or prepayment requests, whether or not specified in this Agreement.

**CUTOFF DATE**

Reservations by Group attendees must be received on or before 3/29/2024 (the "Cutoff Date"). After the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

**MEETING SPACE**

Meeting space has been reserved as outlined below:

Date	Time	Function Type	Room	Setup	# Attendees	Rental Fee
Tue, 04/30/24	8:00 AM - 5:00 PM	Meeting	Medina	Classroom 3 per table	25	\$400
Wed, 05/01/24	8:00 AM - 5:00 PM	Meeting	Medina	Classroom 3 per table	25	\$400
Thu, 05/02/24	8:00 AM - 5:00 PM	Meeting	Medina	Classroom 3 per table	25	\$200

Hotel reserves the right to relocate Group's function(s) to another room if needed.

**Meeting Details and Service Fee:**

Group is to provide accurate meeting details to Group's Drury Sales Coordinator no later than fourteen (14) days prior to arrival at Hotel, including Group's meeting schedule, desired seating arrangements, food and beverage requests and audio-visual needs clearly defined. Special set ups that require Hotel to rent additional equipment will result in additional charges for the Group. Should Group request changes to these details after the deadline, Group must contact Group's Drury Sales Coordinator directly. Hotel is unable to guarantee that changes can be accommodated. If Group's request is

materially different than what was previously arranged and/or involves additional time/labor for Hotel's staff, Group may be charged an additional service fee.

**Breaks and Beverages (Hotel-Provided Catering):**

Break snacks, beverages, and any Hotel-Provided Catering must be arranged through Group's Drury National Sales Coordinator no later than fourteen (14) days prior to arrival. Any food, beverages, including alcohol, may not be taken from the meeting room at the end of Group's use of the meeting room; and Group is not permitted to bring its own food or beverages, including alcohol, into the meeting room. In the event Group cancels this Agreement for any reason except as permitted herein, Group will be subject to a Food & Beverage Cancellation Fee, which will be calculated as follows:

Days Prior to Arrival	Food & Beverage Cancellation Fee: % of Lost Revenue + Applicable Taxes
14+	0%
7 - 14	75%
1 - 6	100%

**Preferred Caterer:**

If Group desires catering above and beyond what the Hotel is able to provide, Group must contact its Drury National Sales Coordinator for a list of Hotel's Preferred Caterers. Hotel is not associated with its Preferred Caterer(s), and is not making any representations or warranties regarding their services or products. In regard to menu selection, pricing, gratuities, payment, and cancellation fees, Group will handle these matters directly with the Preferred Caterer, and Hotel assumes no responsibility for such matters. If Group chooses to use a caterer other than Hotel's Preferred Caterer, documentation of valid licensure, insurance, and other requirements, which are subject to change, must be provided by Group and its alternative caterer to the Hotel at least fourteen (14) days prior to arrival. If Group utilizes an alternative caterer, additional service fees will apply.

**Liquor and Music Policy:**

Service of alcohol by a Preferred Caterer in Hotel's meeting and/or function spaces is subject to state and local liquor laws, as well as Hotel requirements. Group is required to confirm whether its catered event may include the service of alcoholic beverages with its Drury National Sales Coordinator. To ensure the comfort of all guests the Hotel does not permit music in Hotel's meeting space that could be deemed at Hotel's discretion as disruptive to other guests. This includes, but is not limited to, disc jockeys, bands, or any amplified music. Group is responsible for all music licensing and performance and alcoholic beverage requirements and indemnifies Hotel against any and all claims relating thereto.

**SECURITY**

Group will contract with a licensed, bonded security service provider at Group's expense if Group requires security services during their stay. Drury's National Sales Coordinator will provide contact information of pre-approved security service providers at Group's request. In the event Group selects an alternative, unapproved security service provider, Group will enter into an additional agreement with the Hotel for approval of said alternative security service provider.

**Hotel Policies:**

Group agrees to communicate the following to all Group members prior to Group's stay at the Hotel. Further, Group understands that, given the nature of Group's event, Group assumes additional obligations to the Hotel. Group understands and agrees to abide by the following Hotel policies:

- There is a maximum number of four (4) occupants per Hotel room and a maximum of six (6) occupants per Hotel suite (not including additional persons that may be accommodated by a rollaway bed, for which special charges will apply);
- Pursuant to federal and local fire codes, **only registered guests are permitted to stay at this Hotel.**
- Hotel amenities such as the use of the fitness center and business center, as well as complimentary breakfast and complimentary 5:30 Kickback® are for **registered guests only**. Proof of guest registration (including valid ID) may be required;
- The Hotel's pool and spa are for **registered guests only**; and non-registered guests may not be invited into the pool area. Before guests can enter the pool area, they must sign Drury's Pool Rule Acknowledgement Form. Please contact your Drury National Sales Coordinator for a copy of the Hotel's pool rules or the Form;
- Hotel's lobby may not be used for Group meetings;

- Hotel room doors will not be propped open and must remain shut at all times;
- The Hotel may institute a “quiet time” curfew at 10:00 p.m. for Group at Hotel’s discretion;
- If the Hotel is unable to fulfill its satisfaction guaranteed policy and is required to discount guest room charges of Hotel guests, who are not members of the Group, due to the behavior and/or conduct of members of the Group, the amount(s) discounted will be the responsibility of Group at Hotel’s discretion; and
- Hallways are to remain clear and quiet at all times, and the Group will be contacted if complaints of excessive noise and/or misconduct are brought against any member of the Group – if the aforementioned noise and/or misconduct continues after notification to the Group, Group may be asked to leave the Hotel and will be responsible for the full amount due under the Contract.

### **FORCE MAJEURE; CONSTRUCTION/REMODELING; HOTEL CONDITION; CHANGE IN MANAGEMENT**

The performance of this Agreement by Hotel is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities, material Hotel construction or remodeling, material change in Hotel condition, change in Hotel management company, or any other situation making it illegal or impossible for Hotel to provide contracted rooms under the Agreement during the event.

### **CONDITIONS OF AGREEMENT**

#### **Americans with Disabilities Act:**

Each party shall comply with requirements applicable to it under the Americans with Disabilities Act (“ADA”) and its regulations and guidelines, and indemnifies the other party against third party claims arising from its failure to do so. Each party agrees to mutually cooperate identifying and communicating disabled attendees’ special needs under the ADA.

#### **Insurance:**

Each party shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

#### **Damages and Liability:**

Neither the Group nor any of its members or guests shall use any guest room, meeting space or any other part of Hotel for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any losses, damages and claims caused by any of its members or guests. Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel does not assume responsibility for personal property or equipment brought into the guest or meeting rooms or other areas of the Hotel regardless of whether personnel from the Group or Hotel secured those rooms.

#### **Privacy Policy:**

Group, by holding a room block or meeting room at Drury Hotels, and guests and attendees, by using Hotel facilities, consent to Drury Hotels Company, LLC.’s Privacy Policy ([druryhotels.com/home/privacypolicy](http://druryhotels.com/home/privacypolicy)). Group will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual. Group will comply with all applicable privacy and data protection laws. Group agrees to immediately notify Hotel without undue delay about any actual or suspected loss, theft, misuse, or other unauthorized access of such personal data.

If Group requests that Hotel provide Group with access to guest reservation information pertaining to Group guests who have reserved rooms at the Hotel (“**Attendees**”), then Group warrants that Group has obtained consent from each Attendee for the Hotel to provide to Group such Attendee’s reservation information, and Group further agrees to indemnify, defend and hold harmless Hotel and its employees from any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel’s disclosure of any Attendee’s information.

#### **Miscellaneous:**

Texas law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the Travis County, State of Texas, and (ii) waives any objection thereto. This Agreement is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel's authorized agent. This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right, power or privilege.

**Intellectual Property:**

Group agrees not to use Hotel's name, logo, mark, image or any other representation or intellectual property of Hotel, Drury, or other guests without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within fourteen (14) days of receipt of such request.

**Conflict of Interest; Fraudulent Conduct; Fraud Hotline:**

Drury Hotels Company, LLC ("Drury") takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, group, guest, business partner, or agent), who becomes aware of a violation or potential violation of any law, or any fraudulent or potentially fraudulent conduct, is expected to report the same immediately. Drury has established a "Fraud Hotline" to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Drury or involving Drury's staff, non-staff personnel, vendors, implementing partners and responsible parties, is strongly encouraged to report this information through the Fraud Hotline. The Fraud Hotline will protect confidentiality and can be directly accessed in different ways:

- Telephone number 1-800-436-1112
- Email: fraudhotline@druryhotels.com

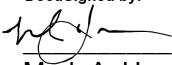
**ACCEPTANCE OF AGREEMENT**

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, via email to [lupita.martinez@druryhotels.com](mailto:lupita.martinez@druryhotels.com).

On behalf of the Group, I hereby accept the above provisions and further warrant that I, Mark Havens, have authority to sign on behalf of the Texas General Land Office.

**SIGNATURES**

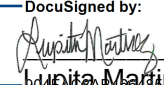
Approved and authorized by the Group:

DocuSigned by:  Mark A. Havens 1/3/2024

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Mark A. Havens, Chief Clerk Print Name Date

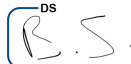
Approved and authorized by Hotel:

DocuSigned by:  Lupita Martinez 1/3/2024

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Lupita Martinez Print Name Date

Hotel Sales Coordinator

Training Academy  
Bruce Simons 

Arrival Date: 4/29/2024  
130 Drury Plaza Hotel San Antonio Riverwalk

**Drury Rewards® Number or Drury Rewards® Business Number:**

*By providing your rewards number, you agree to all Drury Rewards® [Terms & Conditions](#).*

You may earn five (5) points for each dollar paid for rooms you book for select entities. If you stay at the Hotel during Group's stay, you may earn ten (10) points for each dollar paid for your room. You cannot exceed 100,000 points under this Agreement. Points cannot be earned for a Group stay if: (1) the name on your government-issued ID does not match the name on your Drury Rewards® account; (2) Hotel is not paid for the accommodations; or (3) your Drury Rewards® number is not included on this Agreement. Not all Group stays are eligible for points, and certain stays require Group to consume at least ten (10) rooms on at least one (1) night during the stay. To learn if this stay is eligible, please review the additional terms and conditions found at the link above. ***Additional terms and conditions apply.***



**INVOICE**  
**\* ESTIMATE**

**HOTEL LOCATION:**  
 Drury Plaza Riverwalk Hotel  
 105 South St. Mary's Street  
 San Antonio, TX. 78205

**DATE:** December 1, 2023

**GROUP NAME:** Training Academy

\*Invoice is an estimation of charges based on the number of rooms booked. Actual payment due may vary. Taxes may change at anytime without notice.

QTY	DAYS	DESCRIPTION	RATE	TAX RATE	FLAT TAX RATE	TAX	AMOUNT
1	2	Meeting room rental 04/03 & 05/01	\$400.00	6.00%		\$24.00	\$ 848.00
1	1	Meeting room rental 05/02	\$200.00	6.00%		\$12.00	\$ 212.00
							\$ -
<b>SUBTOTAL</b>							<b>\$ 1,060.00</b>
<b>OTHER</b>							
<b>TOTAL</b>							<b>\$ 1,060.00</b>

**NOTE: If group is tax exempt, Tax Exemption Status allows exception from Room Tax Only. Occupancy Tax still applies. Final Exemption status is at hotel's discretion upon check-in.**

<b>State Exempt</b>	<b>Occupancy Tax</b>	<b>Sales Tax</b>
6.000%	10.750%	8.25%

The Texas General Land Office (the "GLO") and Drury Hotels Company, LLC ("Vendor") (each a "Party" and collectively the "Parties") agree the terms and conditions herein are incorporated into the contract supplied by Vendor (assigned GLO Contract No. 24-130-000-E454) ("Contract") for all purposes. Vendor 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 Vendor abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Vendor certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Vendor and Vendor qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.\*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, 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.\*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the 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.** 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.

8. **Executive Order 13224.** 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.
9. **Suspension and Debarment.** Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
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, 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.\*
11. **State's Right to Audit Vendor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. 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 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.** 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

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



Vendor.\*

13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
14. **Preference for Texas Products and Materials.** 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.
15. **Conflicts of Interest.** Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
16. **Confidentiality.** To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.
17. **Public Information.** The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.
18. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY VENDOR.
19. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
20. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
21. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor's and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor shall comply with all state

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

and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

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

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

22. **Indemnity – Acts/Omissions.** VENDOR, TO THE EXTENT 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.\*

23. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS,

MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY VENDOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

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

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies,

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- concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Vendor irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Vendor pursuant to the Contract.
26. **Records Retention.** 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 Vendor, the GLO shall evaluate Vendor's performance using the performance standards set forth in the Contract. Vendor shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Vendor invoices shall: 1) be submitted 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. 24-130-000-E454."** If Vendor does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Vendor agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.
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 Vendor by email, facsimile, or certified mail return receipt requested. Notice is effective upon Vendor's receipt. In the event of such termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Vendor before the termination date. If Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Vendor shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Vendor under the Contract.
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. 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>.
31. **Assignment of Claims.** Vendor hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
33. **Prohibited Business Engagements.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
34. **Cybersecurity Training.** If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Vendor 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

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- 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.
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, Vendor 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.** Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.
39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.\*
40. **Energy Company Boycotts.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.\*
41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.\*
42. **Professional Sports Teams.** If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*
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. Vendor certifies it has submitted this information to the GLO.\*
45. **Statements and Representations.** 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.
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 Vendor and legally empowered to contractually bind Vendor 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 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.\*
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, 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.
49. **Security Controls.** If the Contract authorizes Vendor to access,

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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.

50. **Former State Employment.** 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.
51. **Telecommunications Equipment and Services.** 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 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 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.

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