



**ROSEMARY'S CATERING
CATERING SERVICES AGREEMENT**

This Catering Services Agreement (referred to herein as "Agreement" or "Contract") is made by CATERING BY ROSEMARY, INC., d/b/a THE RK GROUP or ROSEMARY'S CATERING (hereinafter referred to as the "CATERER") and THE GENERAL LAND OFFICE (hereinafter referred to as the "CUSTOMER") for the following event (the "CATERED FUNCTION"):

General Land Office Reception				
Date	Time	Location	Function	#
Fri, 09/06/2024	5:30pm-8:30pm	1st Floor - Grand Lobby - Bob Bullock Museum	Reception	100

Primary Contact	Email Address	Telephone
Susan Dorsey	susan.dorsey@glo.texas.gov	M: (512) 463-5274

All payments arising out of this Agreement are due and payable, By **ACH, check, wire transfer or credit card*** to:

THE RK GROUP/ ROSEMARY'S CATERING
P.O. BOX 1361
San Antonio, Texas 78295
Ref # 37895-1

*All credit card payments will incur a 2% credit card processing fee.

DEADLINES	DUE DATE
Signed Contract	08/15/2024
Event Details Finalized	08/15/2024
Final Guarantee	08/23/2024

CONFIRMATION OF SERVICES. In order to confirm services, a completed and signed Catering Services Agreement and a Texas sales tax exemption certificate (if applicable), is to be submitted by the above specified date or the CATERED FUNCTION is subject to cancellation.

In consideration of the mutual benefits under this Agreement, CATERER and CUSTOMER agree to the following terms and conditions:

1. CATERING SERVICES (Proposal of Services). CATERER, as an independent contractor, will provide and perform catering services for CUSTOMER at the Location(s) shown above on the date specified and/or as described in the Proposal of Services which will provide a description and detail of menus and services to be provided, entertainment fees, catering fees, hospitality service fees, bar service fees, equipment rental fees, food and beverage venue fees, and miscellaneous fees. Such additional terms, if any, shall be attached hereto, at a later date once the arrangements are finalized, in the form of either a Proposal of Services or a Banquet Event Order. This Agreement will be updated from time to time prior to the CATERED FUNCTION and updates shall be effective when signed and dated by both the CUSTOMER and CATERER. Please note that CATERER reserves the right to substitute items that become unavailable in the open market or that exceed reasonable market costs and will notify CUSTOMER for approval in a reasonable amount of time prior to the CATERED FUNCTION.

2. CATERED FUNCTION GUARANTEE. The initial price per person (hereinafter referred to as "*Price Per Person*") is based upon the estimated number of persons to be served which is presented on page 1, as provided by CUSTOMER to CATERER, hereinafter referred to as "*Attendance Guarantee*". The initial Attendance Guarantee and the Price Per Person for each CATERED FUNCTION are set forth in the Proposal of Services. CATERER reserves the right to increase the Price Per Person if the Attendance Guarantee for that CATERED FUNCTION is reduced by more than twenty percent (20%). CUSTOMER shall promptly notify CATERER of any change to the Attendance Guarantee. Unless notified, in writing, of a change, CATERER may rely upon the last Attendance Guarantee provided by CUSTOMER.

The Attendance Guarantee in effect TEN (10) business days prior to such CATERED FUNCTION will be considered the "*Final Guarantee*," not subject to reduction, and charges will be calculated on the Final Guarantee for the CATERED FUNCTION. CUSTOMER may not reduce the Final Guarantee for the CATERED FUNCTION. Business days are Monday through Friday, from 8:00 a.m. until 5:00 p.m., Central Standard Time (CST).

CATERER will not be responsible for food service to more than THREE (3%) percent over the Final Guarantee up to a maximum of TEN (10) guests. If the Final Guarantee is increased less than FIVE (5) business days before the CATERED FUNCTION, CATERER reserves the right to make reasonable substitutions on the menu and/or charge an additional service fee. If the number of persons served exceeds the Final Guarantee, CUSTOMER shall pay for the actual number served by CATERER.

3. FORCE MAJEURE. CATERER will not be liable to CUSTOMER or any other person for any claim, cause, or damages if CATERER cannot perform its obligations under this Agreement arising directly or indirectly from a Force Majeure Event or other things beyond the reasonable control of CATERER. A "Force Majeure Event" means the occurrence of acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any government authority, war (declared or undeclared), act of the public enemy, action undertaken by military authority, civil insurrection, riot, fires, explosion, act of terrorism, sabotage, floods, weather, strikes, lockout, labor disputes, casualty, pandemic, epidemic, or any other similar event beyond CATERER'S reasonable control and which prevent or materially interfere with the CATERED FUNCTION, whether enumerated herein or not. If CATERER is forced to cancel the CATERED FUNCTION due to a Force Majeure event, CATERER will work with CUSTOMER towards refunding the deposit, if any, minus any verified expenses.

A.) COVID-19. CATERER will adhere to state mandated guest count and venue occupancy limitations. Both parties agree that if a mandate prevents an event from taking place or limitations on occupancy impacts guest count, both parties will work together to find an alternative date; the First Payment, if any, will transfer towards the rescheduled CATERED FUNCTION and the Attendance Guarantee can be adjusted; without price increase, as described in Section 2 of this Agreement. In the event of cancellation, CUSTOMER agrees to adhere to the cancellation policy in Section 8 of this Agreement.

4. [TEXT OF THIS SECTION INTENTIONALLY DELETED.]

5. LIABILITY AND LOSS. To the extent authorized under the laws of the State of Texas and its Constitution, CUSTOMER shall be liable for its acts or omissions and for the acts and omissions of its employees, contractors or agents that result in theft, damage to or destruction of CATERER'S property, including CATERER'S rental property or other property it uses in connection with the CATERED FUNCTION. Notwithstanding the foregoing, CUSTOMER does not waive its defenses to liability or its sovereign immunity.

CATERER shall be liable for its acts or omissions and for the acts or omissions of its employees, contractors or agents that result in the theft, damage or destruction of merchandise or property owned or controlled by CUSTOMER or its employees, contractors or agents.

Except as expressly provided in this Agreement, neither CUSTOMER nor CATERER will be liable for loss of profit or for collateral or consequential damages based on breach of contract, warranty or otherwise.

CUSTOMER requires that CUSTOMER and its officers, employees, and authorized agents be named as additional insureds on all of CATERER's insurance policies, including but not limited to commercial general liability and liquor liability coverages. CUSTOMER also requires that every CATERER liability insurance policy shall provide for a waiver of subrogation as to the State of Texas, the CUSTOMER, and their officers, employees, and authorized agents.

6. LIQUOR LIABILITY. If alcoholic beverages are to be sold or served in connection with the CATERED FUNCTION, such beverages shall be dispensed only by CATERER and CATERER's personnel and bartenders.

CATERER represents and warrants to CUSTOMER that all of its personnel have undergone adequate training relating to claims of liquor liability and the safety concerns inherent in the service of liquor. CATERER has a liquor service policy that requires bartenders, waiters and other personnel to discontinue service of alcoholic beverages to obviously intoxicated guests.

Prior to any CATERED FUNCTION where alcoholic beverages will be served, CATERER will verify that all of CATERER's bartenders, waiters and personnel serving alcoholic beverages to CUSTOMER's guests are fully advised of CATERER's *Liquor Service Policy*. It is the policy of Rosemary's Catering that no shots are served. CUSTOMER may obtain a copy of CATERER's *Liquor Service Policy* at any time.

CATERER warrants that it carries *Liquor Liability Insurance*, and notwithstanding any other provision of this Agreement, to the extent of the coverage provided by such *Liquor Liability Insurance*, CATERER will defend, indemnify and hold CUSTOMER, its directors, officers, employees, agents and members harmless from and against any and all losses, damages, claims, expenses and liabilities of any kind, including defense costs, caused by or arising from the service of alcoholic beverages by CATERER under this Agreement.

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7. [TEXT OF THIS SECTION INTENTIONALLY DELETED.]

8. CANCELLATION. If the CATERED FUNCTION is cancelled or rescheduled for any reason other than the failure or refusal of CATERER to provide catering services for the CATERED FUNCTION in breach of this Agreement, CUSTOMER agrees that CATERER is entitled to retain the First Payment, if any, as a cancellation fee (and not as a penalty) for the cancellation or rescheduling of the CATERED FUNCTION, and shall additionally pay to CATERER the agreed Cancellation Fees as scheduled below. The parties acknowledge and agree that CATERER’s actual damages in such event cannot be calculated with reasonable certainty in advance. In addition, CATERER shall be entitled to receive from CUSTOMER the out-of-pocket expenses actually incurred by CATERER in preparation for the CATERED FUNCTION.

Number of Days Prior to Scheduled Commencement Date of the CATERED FUNCTION	Cancellation Fees (Expressed as % of Lost Revenue)
0-90	100% of the estimated costs as outlined in the Estimate of Charges provided in the most current Proposal of Services/Banquet Event Order.
91-179	75% of the estimated costs as outlined in the Estimate of Charges provided in the most current Proposal of Services/Banquet Event Order.
Agreement signature - 180	50% of the estimated costs as outlined in the estimate of charges provided in the most current Proposal of Services/Banquet Event Order.

9. PAYMENT. CUSTOMER will not pay CATERER a confirmation deposit, or any other amounts prior to the CATERED FUNCTION, but instead will pay CATERER per the terms of Section 27 of Addendum #1. Notwithstanding any other terms of the Contract, CATERER is still required to perform under the Contract without any pre-payment from the CUSTOMER.

All payments arising out of this Agreement are due and payable, by **ACH, check, wire transfer or credit card*** to:

THE RK GROUP/ ROSEMARY’S CATERING
P.O. BOX 1361
San Antonio, Texas 78295
Ref # **37895-1**

*All credit card payments will incur a 2% credit card processing fee.

10. PAYMENT TERMS. All credit card payments will incur a 2% credit card processing fee. In the event any check is returned for insufficient funds, CATERER may impose a returned check charge of \$30.00.

11. PHOTOGRAPHY. To the extent CUSTOMER is legally authorized to provide such consent, the CUSTOMER grants CATERER permission to photograph and use photographs taken at the contracted CATERED FUNCTION for advertising and marketing purposes. This includes photos taken during set-up, breakdown and the CATERED FUNCTION itself. These images are the property of CATERER and all ownership, right, title, and interest shall belong exclusively to CATERER. CATERER agrees to defend, indemnify and hold CUSTOMER, its directors, officers, employees, agents and members harmless from and against any and all losses, damages, claims, expenses and liabilities of any kind, including defense costs, that may arise as a result of CATERER's actions pursuant to this Paragraph 11. This permission expressly excludes any use of photos or other content 1. relating to GLO branding, marketing, or endorsement; 2. indicating that CATERER is conjointly performing or has performed its work under the contracts with the CUSTOMER; or 3. stating or implying that the CUSTOMER approves CATERER'S work or considers CATERER's work to be superior to other products or services. CATERER's right to use this content for an indefinite period is subject to the CUSTOMER'S right to revoke this permission, which the CUSTOMER reserves through written notice to CATERER at any time and at its sole discretion.

12. TAXES. The prices quoted for the CATERED FUNCTION include State and local taxes which may be imposed or become applicable to this Agreement and the CATERED FUNCTION. CUSTOMER agrees to pay all such applicable taxes, or CUSTOMER must provide CATERER with a valid *Certificate of Exemption*, properly executed, upon execution of this Agreement. The attached form is required by the State comptroller's Office and must be submitted with signed Agreement.

13. LAWS. CATERER shall conform in all material respects to federal, State and municipal food, alcoholic beverage and other laws, ordinances and regulations. FOR PURPOSES OF INTERPRETATION AND ENFORCEMENT, THE LAWS OF THE STATE OF TEXAS SHALL CONTROL and venue for all claims shall be in Travis County, Texas.

14. ASSIGNMENT. This Agreement is not assignable by either of the parties hereto without the prior written consent of the other party.

15. AUTHORITY. Each person who has signed this Agreement on behalf of CUSTOMER represents and warrants to CATERER that such person has been fully authorized by CUSTOMER to do so as CUSTOMER's agent and representative.

16. MISCELLANEOUS. This Agreement has been negotiated, executed and is fully performable in Travis County, Texas.

This Agreement, together with the *Proposal of Services* or *Banquet Event Order* and the attached Addendum #1, contains the entire and only agreement between the parties with respect to the CATERED FUNCTION. The parties acknowledge having read the terms and conditions of this Agreement and agree to be bound by them, except as modified by the attached Addendum #1. If the terms of this Agreement conflict in any way with the terms of the Addendum #1, the terms, provisions and conditions imposed by Addendum #1 control. This Agreement may not be amended except by a writing signed by both parties. If any term or provision herein shall be held invalid or unenforceable, the remainder of this Agreement shall be given full force and effect.

Salesperson: Ashley Clubb
aclubb@therkgroup.com
P: (512) 840-6481



EVENT ORDER: 37895-1 General
Land Office Reception
Rosemary's Catering
2110 San Jacinto Boulevard
Austin, Texas 78712

Primary Contact	Email Address	Telephone
Susan Dorsey	susan.dorsey@glo.texas.gov	M: (512) 463-5274

General Land Office Reception				
Date	Time	Location	Function	#
Fri, 09/06/2024	5:30pm-8:30pm	1st Floor - Grand Lobby - Bob Bullock Museum	Reception	100

Food				
Service Details	Menu	Qty	Price	Total Cost to Customer
	5:30pm / 1st Floor - Grand Lobby / Reception Stations Menu Menu Package Price	100	\$37.00	\$3,700.00
Small Bite Stations	Wild Wild West dr. pepper-glazed baby back pork ribs chicken fried steak with country sausage gravy homestyle mac & cheese rustic vegetable display Americana Pub meatball mini sub with marinara & parmesan cheese beef slider with sharp cheddar, hickory bbq sauce ELT slider with fried eggplant, lettuce, tomato, chipotle aioli tater tots pickled veggies ketchup			
Beverages	Beverage Station iced water, iced tea, regular & decaf coffee			

	5:30pm / 1st Floor - Grand Lobby / Reception Dessert Station Menu Package Price	100	\$10.00	\$1,000.00
Selection	Petite Cookies shortbread cookies, red velvet chocolate chip cookies, snickerdoodle cookies, chocolate dipped graham cracker cookies			

Beverage				
Service Details	Menu	Qty	Price List	Total Cost to Customer
	5:30pm / 1st Floor - Grand Lobby / Reception Cash Bar Services- Price paid by attendees			\$0.00
Cash Bar Selections	Wine red & white Beer domestic + imported Assorted Sodas & Bottled Water		\$8.00 \$7.00 \$2.00	
Your Package Includes	Bar Set-Up raised 8 foot table with black linen, cocktail napkins, cocktail straws, ice, bar equipment, glassware (wine glasses, champagne flutes, cocktail glasses)			
Bar Extras	Liquor Permitting Fee CATERER will work directly with the Bob Bullock Museum to obtain necessary approvals.	1		

Beverage				
Service Details	Menu	Qty	Price	Total Cost to Customer
	5:30pm / 1st Floor - Grand Lobby / Reception Cash Bar Services			\$0.00


Setup and Service				
Service Details	Menu	Qty	Price	Total Cost to Customer
	5:30pm / 1st Floor - Grand Lobby / Reception Set up and Service			
Labor	Captain to oversee event All Necessary Waitstaff included in menu pricing Bartenders	1 2	\$300.00 \$300.00	\$300.00 \$600.00
Standard Selections	Set up, Break down rosemary's catering to set up and break down tables and chairs 120" Linens for cocktail tables & guest rounds - pricing TBD based on final fabric and color selection starts at \$21 per linen. Service Tables and Linens included in menu pricing Flatware Rolled on Stations Standard China, Silver, Glassware included in menu pricing Standard Linen Napkin included in menu pricing (in black, white or ivory) Trays + Tray Jacks set at exhibit entrances	1 18	\$300.00 \$21.00	\$300.00 \$378.00
Upgraded Rentals	Rental Delivery + Late Night Pick Up includes time specific delivery (3 hours prior to event) & pick up +.set-up/breakdown labor + fuel + dedicated truck Folding Chairs 60" Rounds Tall Cocktail Tables Stage Risers size TBD made from 4'x8' stage sections...includes black stage skirting 8x16 Stage Stairs	1 100 10 8 4 2	\$950.00 \$4.00 \$10.00 \$15.00 \$75.00 \$75.00	\$950.00 \$400.00 \$100.00 \$120.00 \$300.00 \$150.00

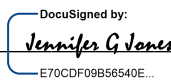
CHARGES			
	Charges	Service Charge (20 %)	Total
Food	\$4,700.00	\$940.00	\$5,640.00
Setup and Service	\$3,598.00	\$719.60	\$4,317.60
Totals	\$8,298.00	\$1,659.60	\$9,957.60
		Payments Received	\$0.00
		Balance Due	\$9,957.60

Attachment to Agreement: Addendum #1

“CATERER”

“CUSTOMER”

By:  _____
4F0F97B44396453...

By:  _____
E70CDF09B56540E...

Name: Brian Colton







Name: Jennifer G. Jones

Title: Chief Financial Officer

Title: Chief Clerk and Deputy Land Commissioner

Date: 8/15/2024

Date: 8/16/2024

OGC  DIR  DD  SDD 
DGC  GC 

The Texas General Land Office (the “GLO”) and Catering by Rosemary, Inc. (“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. 25-009-000-E591) (“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.

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.

(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 and within 7 business days after the Cated Function, which Cated Function is scheduled for September 6, 2024. 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. 25-009-000-E591."** 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

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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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