

# OMNI

## CORPUS CHRISTI

### SHORT-FORM AGREEMENT BETWEEN Omni Corpus Christi Hotel and Texas General Land Office

This Agreement is made this 6/10/2024, between Texas General Land Office ("Group") and Omni Hotel Management Corporation as agent for the owner of Omni Corpus Christi Hotel ("Omni").

|                          |                             |                       |  |
|--------------------------|-----------------------------|-----------------------|--|
| <b>Name:</b>             | Adrian Loucks               | <b>Hotel Name:</b>    | Omni Corpus Christi Hotel                            |
| <b>Title:</b>            | Statewide Coordinator       | <b>Sales Manager:</b> | Cameren Johnson                                      |
| <b>Company Name:</b>     | Texas General Land Office   | <b>Phone:</b>         | 407-607-2853   |
| <b>Address:</b>          | PO. Box 12873               | <b>Fax:</b>           | 407-607-2853   |
| <b>City, State, Zip:</b> | Austin, TX 78711-2378       | <b>Name of Event:</b> | 2025 Adopt A Beach Coordinator Workshop              |
| <b>Phone:</b>            | (512) 463-5057              | <b>Event Dates:</b>   | Tuesday, January 21, 2025 - Friday, January 24, 2025 |
| <b>E-Mail:</b>           | adrian.loucks@glo.texas.gov | <b>E-Mail:</b>        | cameren.johnson@omnihotels.com                       |

**GUEST ROOM BLOCK:** Omni is pleased to offer the following accommodations for your event:

| Omni Corpus Christi Hotel - 2025 Adopt A Beach Coordinator Workshop |                  |                  |                  |
|---|------------------|------------------|------------------|
|   | Tue<br>1/21/2025 | Wed<br>1/22/2025 | Thu<br>1/23/2025 |
| <b>Deluxe Rooms</b>   | 2                | 30               | 30               |

**TOTAL ROOM BLOCK RESERVED: 62**

**GUEST ROOM RATES:** Omni is pleased to confirm the following group rates for your event.

| Omni Corpus Christi Hotel - 2025 Adopt A Beach Coordinator Workshop - USD |             |             |             |           |
|---|-------------|-------------|-------------|-----------|
|   | Single Rate | Double Rate | Triple Rate | Quad Rate |
| <b>Deluxe Rooms</b>   | \$107.00    | \$107.00    | \$127.00    | \$147.00  |

All special room rates are quoted net non-commissionable and are exclusive of 17% taxes and assessments (6% State Hotel Occupancy Tax, 9% Local Hotel Occupancy Tax, and 2% Corpus Christi Tourism PID Reimbursement Fee) which are subject to change without notice. Group is a tax-exempt government organization. Notwithstanding any contrary provision of this Agreement, Omni shall not charge Group for any taxes from which it is exempt.

#### **TEXAS RECOVERY FEE**

The Texas Recovery Fee is [an industry standard fee] charged by all Omni hotels in the State of Texas. This is not a tax but is a fee charged by hotels to help recover costs associated with doing business in Texas. Currently the fee is 1.5% of the rooms rate (taxable).

**RESERVATION METHOD:** All reservations will be made through the method indicated below and will be submitted to Omni on or before the cut-off date.

|                |                      |
|----------------|----------------------|
| Rooming List ✓ | Individual Call-In ✓ |
|----------------|----------------------|

All reservations guaranteed that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one nights room and tax will apply.

**CHECK-IN/CHECK-OUT:** Check in time is 4:00 PM and check-out time is 11:00 AM. Omni will make every effort to accommodate requests, but cannot guarantee an early check-in or late departure.

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**CUT-OFF DATE:** The cut-off date for accepting reservations into this room block is **Friday, December 20, 2024**. Reservation requests received after 5:00PM local time at the Hotel on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. At time of cut-off, all unused rooms and suites will be automatically released for general sale.

**EARLY DEPARTURE FEE:** An early departure fee of one night's room and tax will apply if an attendee checks out prior to their checkout date.

**CONCESSIONS:** Hotel will provide the following concessions:

|   |
|---|
| 1. Guestroom Rate Available 3 Days Pre/Post based on availability                                       |
| 2. Complimentary meeting space with Food and Beverage minimum achieved                                  |
| 3. Complimentary hotel shuttle service to and from the Corpus Christi International Airport             |
| 4. Complimentary 3MB Wi-Fi in Guest Room with Select Guest Sign Up (Valued at \$9.99 per room, per day) |
| 5. Overnight self-parking discounted at \$20.00 (Currently \$27.00)                                     |

**FUNCTION SPACE AND FOOD AND BEVERAGE**

Omni has reserved meeting and function space for your program as outlined on the attached schedule of events below. Due to licensing requirements and for quality control, all food and beverage served at the hotel must be supplied and prepared by Omni.

Group will spend a minimum of **\$9,920.00** on food and beverage for the event. Menu prices will be confirmed on Banquet Event Orders (BEOs). If a BEO is not signed, Omni's prevailing rates will apply. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

**SCHEDULE OF EVENTS:**

| Date                        | Start Time | End Time | Function              | Room         | Setup             | Agr |
|-----------------------------|------------|----------|-----------------------|--------------|-------------------|-----|
| Wednesday, January 22, 2025 | 2:00 PM    | 5:30 PM  | Registration          | Aransas      | Rounds of 10      | 50  |
| Wednesday, January 22, 2025 | 5:00 PM    | 8:00 PM  | Reception Light       | Aransas      | Rounds of 10      | 50  |
| Thursday, January 23, 2025  | 6:00 AM    | 7:00 PM  | Meeting               | Laguna Madre | Classroom 3 per 8 | 50  |
| Thursday, January 23, 2025  | 8:00 AM    | 9:30 AM  | Continental Breakfast | Laguna Madre | Classroom 3 per 8 | 50  |
| Thursday, January 23, 2025  | 11:00 AM   | 2:00 PM  | Lunch Buffet          | Aransas      | Rounds of 10      | 50  |
| Friday, January 24, 2025    | 6:00 AM    | 4:00 PM  | Meeting               | Laguna Madre | Classroom 3 per 8 | 50  |
| Friday, January 24, 2025    | 8:00 AM    | 9:30 AM  | Continental Breakfast | Laguna Madre | Classroom 3 per 8 | 50  |
| Friday, January 24, 2025    | 11:00 AM   | 2:00 PM  | Lunch Buffet          | Aransas      | Rounds of 10      | 50  |

Omni reserves the right to reassign the space listed on the Schedule of Events to accommodate both the Group and all other groups using the hotel's facilities during over the Group's meeting dates.

**AUDIO VISUAL:** Omni has a preferred in-house Audio Visual department relationship with Pinnacle Live. If you choose to use a third-party supplier for your event's technology needs, charges for load-in and load-out supervision and house system technical assistance will apply. Omni reserves the right to approve all outside contractor(s). At a minimum, certificates of insurance and liability release will be required. All outside contractors must adhere to Omni's published Audio Visual Services Standards/Production Guidelines requirements. Pinnacle Live is the exclusive provider of all audio support whenever the use of the in-house sound systems is utilized, all wireless microphones to ensure all utilized frequencies are managed appropriately, all rigging and power and breakout room requirements, and all high-speed internet and networking requirements within the meeting and hotel public space. All rigging performed within the meeting space will be designed per specification, installed, and removed exclusively by Pinnacle Live. Breakout rooms are defined as rooms associated with a General Session held within a ballroom and are not intended for small independent meetings that are not associated with a larger meeting or in conjunction with a primary function. It is Pinnacle Live's goal to not inhibit small event breakouts and to allow these types of events to be managed by their own breakout AV, whether through Pinnacle Live or their own provider. However, to assure quality, efficiency, and protection of hotel assets Pinnacle Live must be the provider of all breakout equipment and labor in-house for production group business breakouts.

Any Audio Visual discounts or concessions are contingent upon Group utilizing Pinnacle Live as their sole Audio Visual provider for their event. Audio Visual discounts provided are for all audio-visual equipment owned, in stock, and available. The discount does not apply to labor, sub-rental items, service charges, and tax.



**PAYMENT OPTIONS:** Payment will be made by the party indicated below:

|   |          |
|---|----------|
| Guest rooms (including taxes, and no-show and early departure fees):                  | ✓ Group  |
| Event Food & Beverage (including taxes, service charges, and administrative charges): | ✓ Group  |
| Incidental charges:   | ✓ Guests |

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### **WIRE FRAUD ADVISORY**

If your Group has a deposit or payment transaction with Omni Hotels & Resorts and you receive an email containing NEW or REVISED wiring instructions, DO NOT respond to the email. Instead, call your account team or relationship manager immediately, using a previously provided phone number or email address, to verify instructions prior to sending funds. DO NOT use any contact information provided in the suspected phishing email!

Once requested by you, the Hotel will send specific wiring instructions directly to you in secure email communication noted by this icon  and an information advisory indicator, such as:  **Encrypt-Only - This message is encrypted.** These instructions will never change.

If you are ever in doubt about an email or wiring instructions, please call your account team or relationship manager at the Hotel. The following website [www.omnihotels.com](http://www.omnihotels.com) may also be used to obtain contact information.

**LAWS AND POLICIES:** Group will comply with all applicable laws and Omni rules and policies. The Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts attached hereto are incorporated into this Agreement for all purposes.

**INSURANCE:** Each party will self-insure or maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

### **INDEMNIFICATION**

Subject to the foregoing, Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and costs arising from the negligence or willful misconduct of Hotel's employees in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to Hotel, and provides all reasonable assistance therein.

**FORCE MAJEURE:** The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, epidemic or pandemic, quarantine, disaster, strikes, civil disorder, curtailment of transportation facilities, government (federal, state or local) imposed gathering restrictions/ordinances or any emergency beyond the parties' control; any of which render it illegal or impossible to perform their obligations under this Agreement.

In the case of a Force Majeure event, the non-performing party may terminate this Agreement, without liability, upon written notification. In the event of such termination, the group will in good faith, attempt to rebook the same program or a group of similar size within twelve (12) months of official notice of cancellation.

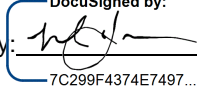
**PARKING:** There is a charge for both self and valet parking. The current self-parking rate is \$27.00 per vehicle, per night, and the current overnight valet rate is \$37.00. The parking rates that are in affect during the dates of your meeting may be greater or less and, will be applicable to those that choose to park in the hotel parking facility.

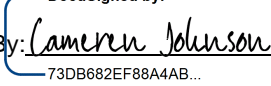
The group understands that Omni Hotels reserves the right to not allow the open carry of handguns or other weapons on the hotel premises.

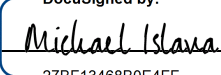
The sleeping rooms, function space, and food & beverage events listed in this Agreement will be considered definite commitments upon signing of this agreement by both parties and will be subject to all terms and conditions set forth. You will be asked to sign Event Orders confirming the details of your events. Faxed or scanned signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated Group and Omni who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties. To accept this agreement, please sign and return the enclosed copy by **Friday, June 7, 2024.**

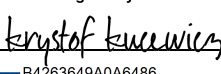
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







TRT Development Company – CCM  
d/b/a Omni Corpus Christi Hotel  
By: Omni Hotels Management Corporation, its agent.

DocuSigned by:  
By:   
7C299F4374E7497...  
Mark A. Havens  
Chief Clerk  
Date: 6/10/2024

DocuSigned by:  
By:   
73DB682EF88A4AB...  
Cameren Johnson  
Sales Manager  
Date: 6/4/2024

DocuSigned by:  
By:   
27BF13468B0E4FF...  
Michael Islava  
Director, Sales and Marketing  
Date: 6/4/2024

DocuSigned by:  
By:   
B4263649A0A6486...  
Krystof Kucewicz  
General Manager  
Date: 6/5/2024

- OGC 
- PM 
- DIR 
- DD 
- SDD 
- DGC 
- GC 
- DLC 

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

The Texas General Land Office (the “GLO”) and TRT Development Company – CCM d/b/a Omni Corpus Christi Hotel (“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. 25-010-000-E594) (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Provider abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.\*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
8. **Executive Order 13224.** Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
11. **State’s Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.\*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws

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

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of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

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

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

**16. Confidentiality.** To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

**17. Public Information.** The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the

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

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

**19. Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**20. Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

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

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

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

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

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

23. **Infringement Including Indemnity.** 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

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

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

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Provider invoices shall: 1) be submitted via email to [VendorInvoices@GLO.TEXAS.GOV](mailto: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. 22-192-000-D587."** 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

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



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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.
53. **Minority and Women's Businesses.** Provider and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.
54. **Americans with Disabilities Act.** Provider and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
55. **Discrimination.** Provider and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, sex, national origin, age, or disability; and (b) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.
56. **All Other Federal Laws.** Provider and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies.

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

**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 02/28/2025

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

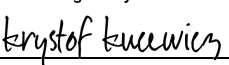
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

|  |                                |
|--|--------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><br>DocuSigned by:<br> | TITLE<br><br>General Manager   |
| APPLICANT ORGANIZATION<br><br>TRT Development Company d/b/a/Omni Corpus Christi Hotel  | DATE SUBMITTED<br><br>6/5/2024 |

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

TRT Development Company d/b/a/Omni Corpus Christi Hotel

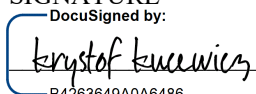
25-010-000-E594

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Krystof Kucewicz

General Manager

SIGNATURE

DocuSigned by:  
  
B4263649A0A6486...

DATE

6/5/2024

**Disclosure of Lobbying Activities**

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

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

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

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

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

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

| <b>Field Number</b> | <b>Field Name</b>   | <b>Required or Optional</b> | <b>Information</b>   |
|---------------------|---|-----------------------------|--|
| 1.                  | *Type of Federal Action:  | Required                    | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.   |
| 2.                  | *Status of Federal Action   | Required                    | Identify the status of the covered Federal action. This field is required.   |
| 2-a.                | a. Bid/Offer/ Application   | Check if applicable         | Click if the Status of Federal Action is a bid, an offer or an application.  |
| 2-b.                | b. Initial Award  | Check if applicable         | Click if the Status of Federal Action is an initial award.   |
| 2-c.                | c. Post-Award   | Check if applicable         | Click if the Status of Federal Action is a post-award.   |
| 3.0                 | *Report Type  | Required                    | Identify the appropriate classification of this report.  |
| 3-a.                | a. Initial filing   | Check if applicable         | Check if Initial filing.   |
| 3-b.                | b. Material change  | Check if applicable         | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |
|                     | Material Change Year  | Conditionally Required      | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.   |
|                     | Material Change Quarter   | Conditionally Required      | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.  |
|                     | Material Change Date of Last Report   | Conditionally Required      | Enter the date of the previously submitted report by this reporting entity for this covered Federal action.  |
| 4.                  | Name and Address of Reporting Entity  | Required                    | Provide the information for Name and Address of Reporting Entity.  |
|                     | Prime   | Check if applicable         | Click to designate the organization filing the report as the Prime Federal recipient.  |
|                     | Subawardee  | Check if applicable         | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.   |
|                     | Tier if known:  | Optional                    | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.  |
|                     | Name  | Required                    | Enter the name of reporting entity. This field is required   |
|                     | Street 1  | Required                    | Enter Street 1 of the reporting entity. This field is required.  |
|                     | Street 2  | Optional                    | Enter Street 2 of the reporting entity.  |
|                     | City  | Required                    | Enter City of the reporting entity This field is required.   |
|                     | State   | Required                    | Enter the state of the reporting entity. This field is required  |
|                     | ZIP   | Required                    | Enter the ZIP of the reporting entity. This field is required  |
|                     | Congressional District, if known  | Optional                    | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.     |
| 5.                  | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required      | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime  |
|                     | Name  | Required                    | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.  |
|                     | Street 1  | Required                    | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |

|       |   |          |  |
|-------|---|----------|--|
|       | Street 2                                | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|       | City                                    | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.   |
|       | State                                   | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.   |
|       | ZIP                                     | Required | Enter the ZIP of Prime. This field is required   |
|       | Congressional District, if known        | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.  |
| 6.    | Federal Department /Agency              | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.  |
| 7.    | CFDA Number:                            | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.   |
|       | CFDA Title:                             | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.   |
| 8.    | Federal Action Number                   | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9.    | Award Amount                            | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.  |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant.   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.   |
|       | First Name                              | Required | Enter the first name of Lobbying Registrant. This field is required.   |
|       | Middle Name                             | Optional | Enter the middle name of Lobbying Registrant.  |
|       | Last Name                               | Required | Enter the last name of Lobbying Registrant. This field is required.  |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.  |
|       | Street 1                                | Required | Enter the first line of street address for the Lobbying Registrant.  |
|       | Street 2                                | Optional | Enter the second line of street address for the Lobbying Registrant.   |
|       | City                                    | Required | Enter the city of the Lobbying Registrant.   |
|       | State                                   | Required | Select the appropriate state of the Lobbying Registrant.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.  |
| 10.b. | Individual Performing Services          | Required | Provide the information for Individual Performing Services   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.  |
|       | First Name                              | Required | Enter the first name of the Individual Performing Services. This field is required.  |
|       | Middle Name                             | Optional | Enter the middle name of the Individual Performing Services.   |
|       | Last Name                               | Required | Enter the last name of the Individual Performing Services. This field is required.   |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.   |
|       | Street 1                                | Required | Enter the first line of street address for the Individual Performing Services.   |
|       | Street 2                                | Optional | Enter the second line of street address for the Individual Performing Services.  |
|       | City                                    | Required | Enter the city of the Individual Performing Services.  |
|       | State                                   | Required | Select the state for the address of the Individual Performing Services from this pull down menu.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services.   |

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