



GLO CONTRACT No. 25-036-000-E823
UNDER DIR DBITS CONTRACT No. DIR-CPO-4923
TERMS AND CONDITIONS

Pursuant to DIR Deliverable-Based Information Technology Services (“DBITS”) Contract No. **DIR-CPO-4923** (the “DIR Contract”), the **GENERAL LAND OFFICE** (“Customer”) and **ACCENTURE LLP** (“Vendor”), each a “Party” and collectively “the Parties,” enter into this GLO Contract No. **25-036-000-E823** (“Contract”) whereby Vendor is authorized to perform the services described herein, subject to the terms of this Contract. Capitalized terms used herein shall have the meaning provided in the Customer’s Microsoft 365 Tenant Migration solicitation (“DBITS Solicitation”), unless otherwise defined herein.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“Action Plan” means a State of Texas plan submitted to and approved by HUD outlining the proposed activities to be funded by one or more CDBG-DR or CDBG-MIT allocations from the U.S. Department of Housing and Urban Development. Action Plans are available on the GLO’s disaster recovery website at <https://recovery.texas.gov/action-plans/index.html>.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, of the Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F, of the Texas Government Code.

“Amendment” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract other than those permitted by a NTP, as herein defined.

“API” means Application Programming Interface.

“Attachment” means documents, terms, conditions, or additional information physically attached to this Contract after the execution page or incorporated by reference.

“Blended Rate” means a single hourly rate that combines various levels of expertise, labor costs, and other expenses into a single rate.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery program administered by HUD, in cooperation with the GLO.

“CDBG-MIT” means the Community Development Block Grant Mitigation program administered by HUD, in cooperation with the GLO.

“[CDR](#)” means the Community Development and Revitalization department of the GLO, responsible for administering on behalf of the GLO all allocated CDBG-DR and CDBG-MIT funds.

“[C.F.R.](#)” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and documents incorporated by reference, and any associated NTPs, or Amendments, that the GLO issues, which are to be incorporated by reference herein for all purposes as they are issued.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[CST](#)” means Central Standard Time.

“[Customer](#)” means the Texas General Land Office (GLO).

“[Customer Representative](#)” means the individual appointed by the Customer to act with full authority on behalf of the Customer for matters related to this Contract. The Customer Representative may designate other personnel to perform specific duties as necessary, provided such delegation is within the scope of their authority.

“[Deliverable](#)” means a unit or increment of Work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be provided or delivered, in whatever form, to the GLO or completed as set forth in any individual and subsequent NTP issued under this Contract.

“[Deliverable Acceptance](#)” means the process by which the Customer formally accepts each deliverable submitted by the Vendor, indicating that it meets the specified requirements and quality standards.

“[DIR](#)” means Texas Department of Information Resources, the state agency overseeing technology contracts and procurement for public sector organizations in Texas.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Risk and Authorization Management Program \(FedRAMP\)](#)” means a government-wide initiative that standardizes the security assessment, authorization, and continuous monitoring of cloud products and services used by federal agencies. FedRAMP promotes the adoption of secure cloud technologies by ensuring that cloud providers meet rigorous security standards.

“[FEMA](#)” means the Federal Emergency Management Agency.

“[Final Statement of Work](#)” means the document attached hereto as **Attachment A** and incorporated herein for all purposes, that states the requirements for the Project, including

deliverables, performance specifications, and other requirements, specific to the Vendor under the Contract.

“Firm Fixed Price” means a pricing structure in which the Vendor’s compensation for project deliverables is fixed and not subject to variation based on actual costs incurred. Risk of price overage is borne by the Vendor.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the terms and conditions in **Attachment C**, attached hereto and incorporated herein for all purposes, that Vendor affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“GLO Draft SOW Solicitation” Means the draft Statement of Work GLO submitted to DIR, with a publication date of July 3, 2025, for a Deliverables-Based IT Services (DBITS) Statement of Work under the Texas Department of Information Resources (DIR) Cooperative Contracts program under DIR Contract No. DIR-CPO-4923 (incorporated by reference herein).

“HSP” means “historically underutilized business subcontracting plan,” as described in Chapter 2161 of the Texas Government Code.

“HUB” means “historically underutilized business,” as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“IT” means Information Technology.

“ITS” means Information Technology Services Department, the internal IT Service Provider for the GLO.

“M365” means Microsoft 365, a cloud-based productivity and collaboration platform by Microsoft, formerly known as Office 365.

“Mentor Protégé Program” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“Notice to Proceed,” or “NTP,” means the written document the GLO issues to Vendor establishing the date on which Vendor may begin Work under this Contract.

“OIS” means Office of Information Security, the information security department of the GLO.

“[Primary Tenant](#)” means the Microsoft 365 tenant used by the Texas General Land Office to support the majority of its users and services, operating under the primary domain glo.texas.gov.

“[Production Environment](#)” means the live environment where all finalized applications, configurations, and features are deployed and made accessible to end users. The Production Environment contains real data and supports day-to-day business operations.

“[Program](#)” means either the CDBG-DR or CDBG-MIT program, as applicable, administered by HUD and the GLO.

“[Project](#)” means the services and all associated activities to be performed and completed by the Vendor, as described in **Section 1.03** and **Attachment A** of this Contract and any issued NTP.

“[Project Change Request](#)” or “[PCR](#)” means a formal written document that identifies and provides the specific details for additional Project Work.

“[Project Manager](#)” means the authorized GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing Work relating thereto.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[SaaS](#)” means Software as a Service.

“[Secondary Tenant](#)” means the Microsoft 365 tenant dedicated to the Community Development and Revitalization Department within the Texas General Land Office, currently operating under the domain recovery.texas.gov.

“[SharePoint](#)” means Microsoft SharePoint.

“[SOW](#)” means Statement of Work.

“[State](#)” means the State of Texas and any state agency (including the GLO and its officers, employees, or authorized agents).

“[Statement of Work](#)” means a document that states the requirements for the Project, including deliverables, performance specifications, and other requirements, specific to the Vendor under the Contract that are not specified in a contract awarded by DIR under Section 2157.0685 of the Texas Government Code for contracts valued at more than \$50,000.

“[Subcontractor](#)” means an entity that contracts with Vendor to perform part or all of Vendor’s obligations under this Contract.

“[Subject Matter Expert \(SME\)](#)” means an individual with specialized knowledge or expertise in a particular field or topic, often consulted to provide guidance, insights, and solutions related to their area of specialization.

“[System for Award Management \(SAM.gov\)](#)” means the U.S. government’s online registration system for federal contractors, where the Vendor must have an active registration and Unique Entity Identifier (UEID).

“[TBD](#)” means to be determined.

“[Technical Guidance Letter](#),” or “[TGL](#),” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-DR and CDBG-MIT Programs that is issued by the GLO and provided to Vendor, applicable to specific subject matter, and to which Vendor shall be subject as of a specific date.

“[Test Environment](#)” means a controlled environment used to test configuration items, builds, IT services, processes, etc.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[Travel Regulations](#)” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Vendor’s travel expenses. The Travel Regulations include Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“[TX-RAMP](#)” means the Texas Risk and Authorization Management Program, established by the Texas Department of Information Resources to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services used by Texas state agencies.

“[U.S.C.](#)” means the United States Code, the official compilation and codification of the general and permanent federal statutes of the United States.

“[User](#)” means a person who uses the GLO IT service on a day-to-day basis.

“[Vendor](#)” means Accenture, LLP.

“[Vendor’s Response to GLO Draft SOW Solicitation](#)” means Vendor’s proposal for services to GLO for the M365 Tenant Migration, provided in response to GLO Draft SOW Solicitation (incorporated by reference).

“[Work](#)” means services to be performed or goods to be delivered and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this document, its Attachments, any NTP, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations; DIR Contract No. DIR-CPO-4923 and all appendices; this executed document without Attachments, as may be amended from time to time; **Attachment A; Attachment D; Attachment B; Attachment C; Attachment E; Attachment F**; the applicable NTP’s, with conflicts between NTP’s being resolved by giving precedence to the NTP with the earliest date; GLO Draft SOW Solicitation submitted to DIR by GLO; and Vendor’s Response to GLO Draft SOW Solicitation.

1.03 PROJECT DESCRIPTION

- (a) At the GLO’s discretion, Vendor shall perform, or cause to be performed, data and application migration services (“the Project”), as described in the Final Statement of Work, attached hereto as **Attachment A**.
- (b) Vendor must perform all tasks and submit all Deliverables in material conformance with **Attachment A**. Vendor must submit all Deliverables in accordance with the due dates and schedules established in **Attachment A**. Vendor shall perform all work in accordance with (i) all applicable federal, state, and local laws, ordinances, and regulations, including the Code of Federal Regulations and HUD rules, regulations, and requirements, including the *Nonexclusive List of Applicable Laws, Rules, and Regulations*, attached hereto and incorporated herein for all purposes as **Attachment D**, that are applicable to Vendor’s business; (ii) this Contract and all Attachments thereto; (iii) any NTP’s issued under the Contract; (iv) all Amendments to this Contract or any NTP; and (v) the DIR Contract and its attachments, amendments, or modifications.
- (c) At GLO’s discretion, GLO Draft SOW Solicitation and Vendor’s Response to GLO Draft SOW Solicitation may be utilized by the Parties for the sole purpose of clarifying Project duties and tasks; however, it is specifically understood and agreed by the Parties that in no event shall GLO Draft SOW Solicitation and Vendor’s Response to GLO Draft SOW Solicitation impose any new duties on, or modify any duties or obligations of, the GLO or Vendor.

- (d) All terms and conditions of the DIR Contract are incorporated herein by reference for all purposes and will apply to this Contract and Vendor's performance hereunder. Vendor agrees to the terms and conditions contained in this Contract, including all Attachments and documents attached hereto or incorporated herein by reference.
- (e) If there is conflict between the DIR Contract, the DBITS Solicitation, this Contract, or the CDBG-DR and/or CDBG-MIT Program requirements, including attachments, amendments or modifications to same, federal law will prevail, and if federal law is not in issue, then the provision or interpretation most beneficial to Customer shall control as communicated by Customer to Vendor in writing.

1.04 REPORTING REQUIREMENTS

Vendor shall timely submit all reports and documentation as may be required by the GLO to the Project Manager in a format agreed upon between the Parties.

II. TERM

2.01 DURATION

- (a) This Contract is effective on the date on which it is signed by the last Party (the "Effective Date") and shall terminate upon the earlier of the completion of the Project, in Customer's sole determination, or August 31, 2026 ("Performance Period"), unless extended by mutual agreement of the Parties. Vendor shall begin work on the Project on a date mutually agreed to in writing by Customer and Vendor. The GLO, at its own discretion and subject to terms and conditions mutually agreeable to both Parties, may extend this Contract for up to one (1) additional year; in no instance, however, may the term of this Contract exceed the date of the latest expiring funding source applicable to this Contract.
- (b) Notwithstanding the Effective Date of this Contract, Vendor must not incur charges or begin Work before the date indicated on the GLO's written NTP. The GLO may deliver the NTP to Vendor by email or fax. Any services Vendor performs before the date established in the NTP or after the Contract's termination are performed at Vendor's sole risk and the GLO may choose not to compensate Vendor for such services.

2.02 EARLY TERMINATION

Customer reserves the right to, at any time during the Performance Period, terminate, halt, or defer all or any portion of the work included in this Contract. If such an event occurs: (1) Vendor must follow all directions included in Customer's written notice; and (2) the Parties agree that the Contract may require revision by written Amendment.

2.03 ABANDONMENT OR DEFAULT

If Vendor defaults on the Contract and, after efforts to resolve the dispute fail to cure such default, Customer shall give Vendor thirty (30) calendar days to cure the default. If Vendor fails to cure the default within thirty (30) calendar days after receiving written notice from Customer of such default, Customer may terminate the Contract without further notice.

Customer may immediately suspend or terminate the Contract without advance notice in the event Vendor abandons Work, or fails to comply with confidentiality, privacy, or security requirements, or environmental, or safety laws or regulations, if such non-compliance relates or may relate to Vendor's provision of goods or services to the Customer.

III. CONSIDERATION

3.01 COMPENSATION

Customer will compensate Vendor in accordance with this Article III and **Attachment A**, in an amount not to exceed **\$1,815,250.00**. The sum of all compensation due to Vendor under this Contract shall not exceed the maximum amount available for such services, as prescribed by HUD or any governing law, for the term of this Contract.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Vendor for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Vendor's performance of this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum amount authorized in this Contract and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses¹ may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services for this Contract.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Vendor understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Vendor must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Vendor must submit invoices to Customer in accordance with this Contract and **Attachment A**. Failure to submit invoices as instructed below may significantly delay payment under the Contract.

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov;
- (b) **prominently display "GLO Contract No. 25-036-000-E823 under DIR Contract No. DIR-CPO-4923."**;
- (c) list the current amount being billed;

¹ Certain other incidental direct expenses (including, but not limited to, copying, telephone, data, and express-mail services) may be reimbursed at rates determined by the GLO upon specific, written approval by the GLO.

- (d) list the cumulative amount billed previously;
- (e) list the balance remaining to be billed;
- (f) be supported by documentation that, in the judgment of Customer, allows for full substantiation of the costs incurred.

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Vendor. **However, the Prompt Pay Act does not apply if Vendor does not send invoices that comply with this Contract.** If Vendor does not submit an invoice in strict accordance with the instructions in this Contract, payment of the invoice may be significantly delayed. Customer will not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this Contract.

IV. VENDOR'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Vendor warrants that it will perform all Work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Vendor warrants that all Work it completes under this Contract will meet or exceed the standards of Vendor's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Vendor submits Deliverables and/or Work that do not meet specifications, fails to complete Deliverables and/or Work timely, or fails to perform satisfactorily its obligations under the Final Statement of Work, Customer may require Vendor, at its sole expense, to do the following:
 - (i) correct any Work and/or repair or replace Deliverables that do not meet specifications;
 - (ii) refund payment for Deliverables and Work that do not meet specifications and accept the return of such Deliverables;
 - (iii) pay liquidated damages for each unfulfilled obligation or past-due Deliverable, in an amount specified in the Final Statement of Work, per each day past due until the Customer approves completion of said obligation or Deliverable; and/or
 - (iv) take necessary action to ensure that future performance of Work and Deliverables meet specifications and conform to the Contract and the Final Statement of Work.

4.02 GENERAL AFFIRMATIONS

Vendor certifies that it has reviewed the **General Affirmations** in Attachment C and is in compliance with all applicable requirements contained therein. Vendor affirms and agrees to all terms and conditions contained in Attachment C to the extent they apply.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

Vendor certifies that it has reviewed the Federal Assurances and Certifications in **Attachment B** and is in compliance with all applicable requirements contained therein. **Vendor certifies it is in compliance with all other applicable federal laws, rules, or regulations pertaining to this Contract and applicable to Vendor's business, including those listed in an attachment to any Work Order issued under this Contract.**

4.04 DEBARMENT AND SUSPENSION

Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this Contract by any state or federal agency, law, rule, or regulation.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under Public Laws 110-329, 112-55, 114-113, 114-223, 114-254, 115-31, 115-56, 115-123, 115-254, 116-20, 117-43, 117-80, and 118-158, or any future Congressional act, without regard to the particular disaster appropriation from which such funds originated, and is allocated and administered by the U.S. Department of Housing and Urban Development (HUD), in accordance with Executive Order 12892, to fund disaster relief, recovery, and mitigation efforts, as applicable, in presidentially-declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*). The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the Customer as the lead administrative state agency for the applicable HUD allocations. All expenditures under this Contract must be made in accordance with the DIR Contract, this Contract, applicable HUD rules and regulations, and any other applicable laws. Further, Vendor acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **Vendor must have an assigned Unique Entity Identifier (UEID). Vendor must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Vendor is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. Customer's obligations hereunder are subject to the availability of state funds and/or federal funds. If adequate funds are not appropriated or become unavailable, Customer may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Vendor for damages under this Contract may not exceed the amount of payment due and owing Vendor or the amount of funds appropriated for payment but not yet paid to Vendor under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

The GLO may recapture from Vendor payments, including those for any unapproved expenditures, that it makes to Vendor that exceed the maximum allowable rates; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Vendor must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Vendor.

5.04 OVERPAYMENTS AND DISALLOWED COSTS

Vendor shall be liable to the GLO for any overpayments and/or disallowed costs paid under this Contract, as determined by the GLO. Vendor shall reimburse the GLO for such overpayments or disallowed costs from funds other than those Vendor received under this Contract. Vendor must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Vendor.

VI. INTELLECTUAL PROPERTY

6.01 OWNERSHIP OF INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Vendor hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Vendor pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Vendor under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. Vendor agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Vendor pursuant to this Contract is a "work made for hire" under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Vendor hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- (b) Vendor must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Vendor for the services authorized under this Contract.

6.02 LICENSE TO USE INTELLECTUAL PROPERTY

Provider grants to the GLO and the State of Texas, subject to any restrictions applicable to any third-party tools used in the performance of services under this Contract, a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, non-exclusive, non-transferable license to use, distribute, display, or otherwise exploit any Intellectual Property invented or created by Provider for and/or in the performance of services under this Contract. Provider retains ownership of, and unrestricted right to use, any of its Intellectual Property.

VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Vendor shall keep and maintain under GAAP or GASB standards, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Vendor's compliance with this Contract and all applicable laws, statutes, rules, and regulations.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Vendor and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) 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. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect Vendor and its records, Subcontractors, and Subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Vendor and its records, Subcontractors, and Subcontractors' records include any

relevant federal agency, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the applicable State of Texas CDBG-DR or CDBG-MIT programs, in accordance with federal regulations. **Customer will notify Vendor of the dates upon which records may be destroyed, and Vendor shall retain all records related to this Contract until the destruction date determined by the GLO.**

7.04 CONFIDENTIALITY

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

- (a) is generally known or available on an unrestricted basis to the public prior to disclosure hereunder or thereafter becomes so known or available on an unrestricted basis through no fault (no action or inaction) of Vendor;
- (b) is already in Vendor’s possession in writing without restriction as to its use or disclosure prior to its receipt from the GLO;
- (c) is, subsequent to disclosure hereunder, acquired by Vendor on an unrestricted basis from any third party, provided that Vendor does not know or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by Vendor, that such information was acquired by such third party under an obligation of confidentiality;
- (d) is, subsequent to disclosure hereunder, developed by or for Vendor independently of and without reference to the information or other information that the GLO has disclosed in confidence to any third party; or
- (e) is required to be disclosed by any law, rule, regulation, or any order, decree, subpoena, or ruling or other similar process or any court of competent jurisdiction, governmental agency or governmental regulatory authority; provided however, that prior to making such disclosure, Vendor shall provide the GLO with prompt written notice of any such requirement so that the GLO may seek a protective order or other appropriate remedy.

7.05 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.

7.06 PUBLICATION

Reports, publications, presentations, and all other materials produced by Vendor with funding provided in whole or in part under this Contract must carry on the front cover or title page of such items appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project in accordance with applicable federal regulations.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Vendor shall acquire and maintain for the duration of the Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in conformance with all requirements of Attachment F, attached hereto and incorporated herein in its entirety for all purposes, including the required "form of" certificate. Furthermore, Vendor shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. Vendor shall submit certificates of insurance and endorsements electronically, in the manner requested by the GLO. In the event that any policy is determined to be deficient to comply with the terms of the Contract, Vendor shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. Vendor will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the Contract term. Vendor may not be actively working on behalf of the GLO if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of the Contract.

8.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) **VENDOR SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE EXECUTION OR PERFORMANCE OF THE CONTRACT. VENDOR MUST COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE GLO AND THE STATE OF TEXAS SHALL NOT BE LIABLE TO VENDOR OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, DESIGNEES, SUBCONTRACTORS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, OR ANY BENEFIT AVAILABLE TO A STATE OF TEXAS EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.**
- (b) **VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, PROCEEDINGS, OR SUITS AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM TAX LIABILITY, UNEMPLOYMENT INSURANCE, OR WORKERS' COMPENSATION IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY WORK ORDERS ISSUED UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY ACTION, CLAIM, DEMAND, OR SUIT DESCRIBED HEREIN. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF THE GLO'S DEFENSE, INCLUDING ATTORNEYS' FEES. VENDOR MUST COORDINATE ITS DEFENSE WITH THE GLO AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL IF THE GLO IS A NAMED DEFENDANT IN ANY LAWSUIT ARISING OUT OF THE EXECUTION OR PERFORMANCE OF THE CONTRACT. VENDOR MAY NOT AGREE TO THE SETTLEMENT OF ANY SUCH LAWSUIT OR OTHER CLAIM WITHOUT THE WRITTEN CONCURRENCE OF THE GLO AND, IF APPLICABLE, THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL.**

8.03 LEGAL OBLIGATIONS

For the duration of this Contract, Vendor must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Vendor to hold to provide the goods or services required by this Contract. Vendor must pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Vendor must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

8.04 INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY, 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, SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING THIRD PARTY CLAIMS FROM ANY ACTS OR OMISSIONS OF VENDOR, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, SUBCONTRACTORS, ASSIGNEES, DESIGNEES, ORDER FULFILLERS, OR SUPPLIERS OF CONTRACTORS OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY WORK ORDERS ISSUED UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY ACTION, CLAIM, DEMAND, OR SUIT DESCRIBED HEREIN. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF THE GLO'S DEFENSE, INCLUDING ATTORNEYS' FEES. VENDOR MUST COORDINATE ITS DEFENSE WITH THE GLO AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL IF THE GLO IS A NAMED DEFENDANT IN ANY LAWSUIT ARISING OUT OF THE EXECUTION OR PERFORMANCE OF THE CONTRACT. VENDOR MAY NOT AGREE TO THE SETTLEMENT OF ANY SUCH LAWSUIT OR OTHER CLAIM WITHOUT THE CONCURRENCE OF THE GLO AND, IF APPLICABLE, THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL.

ANY DOCUMENT SUBMITTED BY VENDOR AND/OR ITS AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS PURPORTING TO LIMIT VENDOR'S LIABILITY UNDER THE SOW IS OF NO FORCE OR EFFECT. VENDOR AGREES THAT IT SHALL BE LIABLE FOR RENDERING SERVICES UNDER THE CONTRACT AND DIR CONTRACT EVEN IF ANY OF VENDOR'S AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS FAIL TO PROVIDE SERVICES ON THE BASIS OF CUSTOMER'S REASONABLE REFUSAL TO AGREE TO THIRD-PARTY TERMS AND CONDITIONS. SHOULD SERVICES UNDER THE SOW BE INTERRUPTED AS A RESULT OF VENDOR'S AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS' REFUSAL TO ACT, VENDOR AGREES TO INDEMNIFY CUSTOMER AGAINST THIRD PARTY CLAIMS FOR ALL DAMAGES ARISING FROM SUCH AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS' REFUSAL TO PROVIDE SERVICES TO VENDOR. THE PARTIES AGREE THAT NO TERM, CONDITION, STATEMENT, OR AFFIRMATION IN VENDOR'S PROPOSAL OR SUBCONTRACTING TERMS AND CONDITIONS, OR ANOTHER DOCUMENT, PURPORTING TO REQUIRE CUSTOMER TO INDEMNIFY VENDOR OR ANY OF VENDOR'S AGENTS, PARENT COMPANIES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS, SHALL APPLY TO THE CONTRACT AND THE DIR CONTRACT. NOTHING

IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY CUSTOMER.

8.05 LIMITATION OF LIABILITY

As per DIR Contract No. DIR-CPO-4923:

- (a) For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the Parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- (b) Vendor's liability for damages in any claim or cause of action arising under or related to this Contract or the Final Statement of Work is limited to two-times the total not-to-exceed value of the Contract, and for any liability related to breach of PII/SPI obligations at three-times the not-to-exceed value of the Contract. Such value includes all amounts paid and amounts to be paid over the life of the Final Statement of Work to Vendor by the Customer as described in the Final Statement of Work.
- (c) Notwithstanding the foregoing or anything to the contrary herein, any limitation of Vendor's liability contained herein or in a the Final Statement of Work shall not apply to: claims of bodily injury, violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement, indemnification requirements under the Contract, and violations of State or Federal law including but not limited to disclosures of confidential information (other than a breach in respect of PII/SPI) and any penalty of any kind lawfully assessed as a result of such violation.

8.06 INTELLECTUAL PROPERTY INFRINGEMENT

- (a) **VENDOR SHALL DEFEND, INDEMNIFY, 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, THIRD PARTY ACTIONS, CLAIMS, DEMANDS, DAMAGES, PROCEEDINGS, VIOLATIONS, MISAPPROPRIATIONS, OR SUITS AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM INFRINGEMENT OF ANY UNITED STATES PATENT, COPYRIGHT, TRADE SECRET, TRADE OR SERVICE MARK, AND/OR ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHT, PUBLICITY OR PRIVACY RIGHT, THAT OCCURS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY WORK ORDERS ISSUED UNDER THE CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY FEES. VENDOR MUST COORDINATE ITS DEFENSE WITH THE GLO AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL IF THE GLO IS A NAMED DEFENDANT IN ANY LAWSUIT ARISING OUT OF THE EXECUTION OR PERFORMANCE**

OF THE CONTRACT. VENDOR MAY NOT AGREE TO SETTLE ANY SUCH LAWSUIT WITHOUT THE CONCURRENCE OF THE GLO AND, IF APPLICABLE, THE OFFICE OF THE TEXAS ATTORNEY GENERAL OR OTHER GLO LEGAL COUNSEL. THE PARTIES MUST FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY ACTION, CLAIM, DEMAND, OR SUIT DESCRIBED HEREIN.

- (b) If Vendor becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Vendor's performance of this Contract or the GLO provides Vendor with notice of such claim, Vendor must, at Vendor's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.07 ASSIGNMENT AND SUBCONTRACTS

Vendor must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Vendor may subcontract with others for some or all of the services or Work to be performed under this Contract. In any approved subcontracts, Vendor must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Vendor as specified in this Contract. Nothing in this Contract shall be construed to relieve Vendor of the responsibility for ensuring that the goods delivered and/or the services rendered by Vendor and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Vendor will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task. In addition to its responsibilities related to third-party acts and claims as provided herein, Vendor expressly acknowledges and agrees that Vendor warrants and is responsible and liable for all acts, errors, omissions, or Work performed by Avande, Inc., under or related to this Contract in the same manner and to the same extent as if the acts, errors, omissions, or Work was performed by Vendor.

8.08 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

Vendor must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. During the term of the Contract, Vendor must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation. Vendor must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Vendor may not modify its HSP without the GLO's prior written approval. If Vendor modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

8.09 RELATIONSHIP OF THE PARTIES

Vendor is associated with the GLO only for the purposes and to the extent specified in this Contract. Vendor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Vendor or any other party. Vendor shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.10 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Vendor must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations applicable to Vendor's business. Vendor is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Contract Management Division

Vendor

Accenture LLP
323 Congress Avenue
Austin, TX 78701
Attention: Client Account Lead

Notice given in any other manner shall be deemed effective only when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue, or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

8.13 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.14 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Vendor.

Neither Party will be liable for failure or delay caused by non-performance of (or delay in the performance of) the other Party's obligations under this Contract. The Parties will use reasonable efforts to mitigate the impact of any such delays or failures. The Parties will act in good faith, including during governance meetings, to resolve and address the impact of any such issues.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Vendor shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Vendor to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachments, those documents specially incorporated herein, and all Amendments, and any Notices to Proceed constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter

hereof. Any additional or conflicting terms between Contract documents shall be harmonized to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

8.17 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity.

8.19 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the performance schedule in the applicable Work Order;
 - (ii) in a way that meets the performance requirements specified in the Contract or applicable Work Order; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.20 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; federal and state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of funds, and overpayment of funds; limitation of any Vendor claim for damages to the amount of funds appropriated for payment but not yet paid to Vendor; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Vendor's obligation to procure and maintain, at its sole expense, all government or other licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Vendor or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; Work Orders; information and data security; and amendment. Terms and

conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

8.21 INFORMATION AND DATA SECURITY STANDARDS

Vendor must comply with all terms specified in the **GLO Information Security Appendix**, attached hereto as **Attachment E** and incorporated for all purposes.

8.22 STATEMENTS OR ENTRIES

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

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

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


SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE TO GLO CONTRACT NO. 25-036-000-E823
UNDER DIR CONTRACT NO. DIR-CPO-4923
DELIVERABLES-BASED IT SERVICES (DBITS) STATEMENT OF WORK**

GENERAL LAND OFFICE

ACCENTURE LLP

Signed by:
Jennifer G. Jones
E70CDF09B56540E...
Jennifer G. Jones

DocuSigned by:

2F38E1F474144F1...
Name: Jonathan Andrews

Chief Clerk and Deputy Land Commissioner

Title: Senior Managing Director

Date of execution: 9/29/2025

Date of execution: 9/29/2025

The DIR signature below is solely to verify that the scope of work is within the scope of the DIR contract being utilized. The DIR signature does not make DIR a party to the Contract or to any constituent document.

OGC NL
PM CM
CIO SP
ISO AM
SDD HL
DGC MB
GC JG
DCC AP

DocuSigned by:
Lisa Massock
EACA16B7EFC6463...
Lisa Massock
Chief Procurement Officer
Texas Department of Information Resources

Date of Signature: 9/29/2025 | 3:38 PM CDT

ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A: FINAL STATEMENT OF WORK**
- ATTACHMENT B: FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT C: GENERAL AFFIRMATIONS**
- ATTACHMENT D: NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**
- ATTACHMENT E: INFORMATION SECURITY APPENDIX**
- ATTACHMENT F: REQUIRED INSURANCE AND FORM OF CERTIFICATE**

INCORPORATED BY REFERENCE:

- GLO DRAFT SOW SOLICITATION**
- VENDOR'S RESPONSE TO GLO DRAFT SOW SOLICITATION**



**State of Texas
Texas General Land Office**

Final Statement of Work

DBITS Category 1: Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP)

Microsoft 365 Tenant Migration

DIR Contract No. DIR-CPO-4923

GLO Contract Number 25-036-000-E823



Microsoft 365 Tenant Migration

Attachment A: Final Statement of Work

GLO Contract No. 25-036-000-E823

TEXAS GENERAL LAND OFFICE

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Microsoft 365 Tenant Migration

Attachment A: Final Statement of Work

GLO Contract No. 25-036-000-E823

TEXAS GENERAL LAND OFFICE

1. Introduction

The Texas General Land Office ("GLO") issued its request for pricing ("Solicitation") for a Deliverables-Based IT Services ("DBITS") Statement of Work ("SOW") issued under the Texas Department of Information Resources ("DIR") Cooperative Contracts program.

This Final Statement of Work is **Attachment A** to the contract between the GLO (alternatively "Customer") and Accenture, LLP ("Vendor") as GLO Contract No. 25-036-000-E823 ("Contract").

This Final Statement of Work defines the scope of Work, Deliverables, activities, acceptance criteria, timelines, and terms required to achieve the GLO's objective of migrating a secondary Microsoft 365 tenant into the agency's primary Microsoft 365 tenant ("Project"). Through this Final Statement of Work, the GLO specifies the requirements for Vendor to successfully complete the Project.

1.1 BACKGROUND

The GLO is a State of Texas agency with a diverse range of responsibilities, contributing to the economic, environmental, and social well-being of Texas residents. Established in 1836, the GLO is the oldest state agency in Texas and is tasked with managing state lands and mineral rights, supporting public education through funding of the Permanent School Fund, overseeing coastal preservation and restoration projects, and providing services to Texas Veterans. Additionally, the GLO, as administrator of the U.S. Department of Housing and Urban Development's Community Development Block Grant disaster recovery (CDBG-DR) and mitigation (CDBG-MIT) funding on behalf of the state of Texas, plays a critical role in disaster recovery efforts, assisting communities in rebuilding after natural disasters.

Within the GLO, the Community Development and Revitalization Department (CDR) holds the primary responsibility for coordinating disaster recovery and mitigation efforts. Following federally declared disasters, CDR administers significant federal funds, including CDBG-DR and CDBG-MIT funding, to support affected individuals, local governments, and communities in rebuilding homes, infrastructure, and public facilities. CDR also oversees long-term mitigation projects designed to reduce the impact of future disasters on vulnerable communities.

When CDR was established, it operated within a separate Microsoft 365 (M365) tenant to manage its unique functions, workflows, and data securely. This secondary tenant was created to ensure separation from the primary M365 tenant used by the rest of the GLO, facilitating specialized access and configuration tailored to CDR's operations. However, after years of maintaining separate tenants, the GLO now seeks to consolidate these environments to improve collaboration among departments, enhance data sharing, and streamline IT administration. The unified M365 environment is expected to support more efficient cross-departmental workflows, reduce administrative overhead, and strengthen data security.

Vendor shall execute the migration of all data, applications, and configurations from CDR's M365 tenant (the "Secondary Tenant") to the primary GLO M365 tenant (the "Primary Tenant"). This migration will include the transfer and integration of typical M365 components, such as Exchange Online, SharePoint, OneDrive, and Teams, as well as an Azure Dynamics 365 environment utilized by CDR. A seamless and secure integration of these components is critical to maintaining continuity of operations and minimizing disruption to end users.



Microsoft 365 Tenant Migration

Attachment A: Final Statement of Work

GLO Contract No. 25-036-000-E823

TEXAS GENERAL LAND OFFICE

Additional technical specifications, detailed descriptions of both environments, and requirements for the migration process are provided in this Final Statement of Work and its other Appendices.

1.2 DEFINED TERMS AND ACRONYMS

Unless otherwise defined within the text or Contract, all capitalized terms in this document have the meanings provided in this section and in [Appendix A: Definitions and Acronyms](#).

For the purposes of this Final Statement of Work:

- **"CUSTOMER"** refers to the GLO, the agency responsible for overseeing the performance of the Contract.
- **"VENDOR"** refers to Accenture, LLP, the vendor selected to perform the services specified in this Final Statement of Work under a Contract with the GLO.

1.3 APPENDICES TO FINAL STATEMENT OF WORK

The information provided in the Appendices is considered essential and relevant to this Final Statement of Work, are incorporated by reference, and are part of the Contract.

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Microsoft 365 Tenant Migration

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2. Project Overview, Scope, and Requirements

This section provides a detailed overview of the migration engagement to consolidate the Secondary Tenant into the Primary Tenant. The objectives of this Project are to:

- **Enhance Collaboration:** Improve cross-departmental collaboration and communication by consolidating all users and resources into a single M365 tenant.
- **Streamline IT Management:** Reduce administrative overhead and simplify IT support by maintaining a unified M365 tenant for all **CUSTOMER** users.
- **Improve Data Security and Compliance:** Strengthen data protection and ensure compliance with relevant state and federal regulations by centralizing control over M365 resources.
- **Minimize Disruption:** Ensure a seamless transition with minimal downtime or disruption to the **CUSTOMER**'s operations during the migration process.

This section also defines both the in-scope items—activities, tasks, and components that fall within the responsibilities of **VENDOR**—and the out-of-scope items, which are outside the boundaries of this Project and will not be included in the migration. Clear delineation of scope ensures that all parties have a mutual understanding of the Project's boundaries and objectives, helping to set realistic expectations for successful completion.

2.1 PROJECT OVERVIEW

This section provides a detailed overview of the Project to consolidate CDR's M365 tenant into the GLO's M365 tenant.

2.1.1 In-Scope

The Project involves migrating CDR's M365 tenant (the "Secondary Tenant"), including its Azure Dynamics 365 environment and associated applications, to the GLO M365 tenant (the "Primary Tenant"). The scope of this migration encompasses the following M365 environments, objects, and configurations, with specific expectations outlined below:

- 2.1.1.1 **M365 User Accounts:** Migration of all user accounts within the Secondary Tenant, including user profiles, security settings, and permissions, to ensure continuity of access and functionality within the Primary Tenant.
- 2.1.1.2 **Exchange:** Migration of all Exchange resources, including:
 - **Mailboxes:** User mailboxes, shared mailboxes, and archive mailboxes, with all associated emails, folder structures, contacts, and calendar items.
 - **Resources:** Migration of calendars, rooms, equipment resources, and their booking capabilities.
 - **Groups:** Distribution lists, security groups, and Office 365 groups, with all associated permissions and group memberships.



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- 2.1.1.3 **SharePoint:** Migration of SharePoint sites, document libraries, lists, and permissions. This includes:
- **Sites and Subsites:** Full migration of primary and subsites, including site collections, document structures, and metadata.
 - **Permissions:** Preservation of existing permissions and user access levels to ensure seamless continuity post-migration.
- 2.1.1.4 **Teams:** Migration of Microsoft Teams environments, including:
- **Groups and Channels:** All Teams groups, channels (both public and private), with associated conversations, files, and metadata.
 - **Whiteboards:** Migration of any shared whiteboard content linked to Teams channels or meetings.
 - **Files and Recordings:** Migration of files, meeting recordings, and other content stored in Teams channels to maintain accessibility.
- 2.1.1.5 **OneDrive:** Migration of all OneDrive files and folders associated with user accounts, including preservation of file structures, sharing permissions, and version history.
- 2.1.1.6 **OneNote:** Migration of all OneNote notebooks associated with user accounts, Teams, or SharePoint sites. This includes:
- **Notebook Structure:** Preservation of sections, pages, and embedded content.
 - **Access Control:** Ensuring that existing permissions and sharing settings are maintained.
- 2.1.1.7 **Project and Planner:** Migration of all data from Project for the web and Planner, including Project plans, task lists, timelines, and associated user assignments.
- 2.1.1.8 **Power Apps:** Migration of all Power Apps applications, workflows, and automations. This includes:
- **Custom Apps:** Migration of custom applications built within Power Apps, along with their underlying data connections and permissions.
 - **Flows:** Migration of associated Power Automate flows and workflows that support business processes.
- 2.1.1.9 **Dynamics 365:** Migration of the full Azure Dynamics 365 environment, with all associated configurations, applications, and integrations, including:
- **Configuration and Customizations:** All Dynamics 365 configurations, custom entities, forms, views, and business rules.
 - **Integrations:** Migration of all integrations with external systems, including Azure Blob Storage, API connections, and any custom connectors.
 - **Data Integrity:** Preservation of data integrity, historical records, and metadata to ensure business continuity within the Primary Tenant.

The items above represent the in-scope components of the migration as defined by CUSTOMER and form the basis for the required work. The current estimate of in-scope components is set forth in Appendix D: Migration Inventory.

As this is a live environment, normal fluctuations (e.g., user counts, storage capacity, or similar parameters) are expected during the course of the project. VENDOR acknowledges that such fluctuations are anticipated and are not expected to materially impact the scope of Services or the



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agreed price, as [Appendix D: Migration Inventory](#) serves as the reference for the current estimate.

If a significant or material change to the Migration Inventory arises that is reasonably expected to impact the scope of Services or the price, such change shall be reviewed and mutually agreed upon by **CUSTOMER** and **VENDOR**, and documented through a formal Project Change Request in accordance with the Change Control Procedure set forth in this Final Statement of Work.

Documentation and Verification: **VENDOR** shall be responsible for documenting all migrated items, configurations, and any issues encountered during the migration process. Post-migration verification will be required to ensure that all in-scope components are fully functional based on acceptance criteria within the Primary Tenant, with minimal disruption to end users.

2.1.2 Out of Scope

The following services, responsibilities, and tasks are considered out of scope for this Project. These items are not the responsibility **VENDOR** and will be managed directly by the **CUSTOMER** or other designated parties, as appropriate.

- 2.1.2.1 **Network and Infrastructure Configuration:** Changes to network configurations, including DNS, DHCP, SMTP, and other email routing protocols, as well as modifications to M365 tenant-wide settings, are excluded from the scope of this Project. The **CUSTOMER** will handle any required adjustments to these configurations separately. Additionally, network bandwidth optimization, firewall adjustments, and security policies unrelated to the migration are the responsibility of the **CUSTOMER**'s IT team.
- 2.1.2.2 **Change Management and IT Service Management (ITSM):** The **VENDOR** will not be responsible for managing activities related to the **CUSTOMER**'s Change Management Policy or for creating or resolving tickets within the **CUSTOMER**'s IT Service Management (ITSM) platform. Any changes or issues requiring adherence to the **CUSTOMER**'s Change Management processes will be managed internally by the **CUSTOMER**. This includes maintaining documentation within the **CUSTOMER**'s ITSM system and coordinating approval workflows. See also Section 2.3.3 for **VENDOR**'s obligation to deliver a Change Management Plan to support **CUSTOMER**'s internal Change Management activities.
- 2.1.2.3 **End-User Support and Help Desk Services:** Providing frontline customer support, technical support, or troubleshooting for end users (including **CUSTOMER** employees, contractors, and other users) is out of scope for the **VENDOR**. The **CUSTOMER**'s internal service desk will remain responsible for end-user support and will handle all related inquiries and technical issues during and after the migration. The **VENDOR** is not responsible for training end-users on new processes or features within the unified M365 environment.
- 2.1.2.4 **Training and User Adoption:** The **VENDOR** will not be responsible for conducting training sessions or developing training materials to assist end-users with the new M365 environment. End-user training, onboarding materials, and any user adoption strategies are the responsibility of the **CUSTOMER**. This includes the creation and distribution of user guides, FAQs, and any resources needed to assist employees in transitioning to the consolidated system.



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- 2.1.2.5 **System Upgrades and Licensing Changes:** Any system upgrades or modifications to M365 or Azure licensing plans required for this Project are out of scope. The **CUSTOMER** will be responsible for ensuring that both the Secondary and Primary Tenants are licensed appropriately for all components to be migrated. Additionally, the **VENDOR** will not be responsible for performing upgrades, patches, or updates to any systems or software outside the direct scope of the migration.
- 2.1.2.6 **Non-Migration-Related Security Enhancements:** While **VENDOR** will be responsible for maintaining data integrity and security during the migration process, any unrelated security enhancements—such as implementing new security policies, advanced threat protection, multi-factor authentication (MFA) rollouts, or conditional access policies—are out of scope. These will be managed by **CUSTOMER**'s IT information security team.
- 2.1.2.7 **Pre-Migration & Post-Migration Data Cleanup or Archiving:** **VENDOR** will not be responsible for any pre-migration and post-migration data cleanup, archival, or deletion of legacy data within the Secondary Tenant unless explicitly included in the Project scope. **CUSTOMER** will handle any data retention, archiving, or cleanup tasks that may be necessary before and after the completion of the migration.
- 2.1.2.8 **Application Reconfiguration or Customization:** **VENDOR** will migrate configurations and data as-is without any additional reconfiguration, customization, or enhancement of applications within the Primary Tenant. Any post-migration customization or reconfiguration of applications, such as Dynamics 365, SharePoint, or Power Apps, to align with specific operational requirements of **CUSTOMER** is out of scope.
- 2.1.2.9 **Third-Party Integrations:** Migration or reconfiguration of third-party applications or integrations that interface with the M365 environment (e.g., third-party backup solutions, monitoring tools, or analytics platforms) are excluded from the scope. The **CUSTOMER** will be responsible for re-establishing or modifying any third-party integrations as needed.
- 2.1.2.10 **Backup and Recovery Management:** **VENDOR** will not be responsible for implementing or managing backup and recovery processes for the Primary Tenant or Secondary Tenant. Customer is responsible for ensuring appropriate backup protocols are in place prior to migration, as well as any post-migration recovery plans or disaster recovery strategies.
- 2.1.2.11 **Support for Legacy Systems:** **VENDOR** will not be responsible for maintaining, troubleshooting, or supporting any legacy systems associated with the Secondary Tenant after the migration is completed. Any data or application dependencies on legacy systems are to be managed by **CUSTOMER**, including any decommissioning of legacy systems that may be required.
- 2.1.2.12 **Migration of Log Records:** **VENDOR** will not be responsible for migrating log records related to Azure Integrations.
- 2.1.2.13 **Functional Testing and System Integration Testing:** **VENDOR** will not be responsible for functional and system integrating testing. **CUSTOMER** will be responsible for



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performing functional testing of applications and customizations after migration and reconfiguration is completed in Primary Tenant.

2.1.2.14 Migration non- supported features by Migration tool: Migration tools do not support updating broken links embedded in content such as PDF files, Word documents, or similar materials. Accordingly, **VENDOR** will not be responsible for fixing broken links within content stored in SharePoint Online or OneDrive following the migration.

2.1.2.15 Any activities related to migration of Microsoft Teams Voice, Managed devices: **Vendor** will not be responsible for migration of any Microsoft Teams voice capabilities or managed devices to Primary tenant.

These out-of-scope details represent the current expectations of **CUSTOMER** and should be used as a guide to understand the Project's boundaries.

2.2 PROJECT PHASES AND MILESTONES

VENDOR shall perform the phases and milestones defined in this Section 2.2 as directed by **CUSTOMER**. **CUSTOMER** may adjust the scope, sequencing, or timing of tasks through written notice.

2.2.1 Discovery and Planning

The Discovery and Planning phase is intended to give **VENDOR** a thorough understanding of **CUSTOMER'S** existing M365 environments, configurations, and any dependencies that may impact the migration. **VENDOR** shall perform the tasks identified below, as directed by **CUSTOMER**. **CUSTOMER** may adjust the scope, sequencing, or timing of these tasks through written notice.

This phase will culminate in the creation of a comprehensive central roadmap for the entire Project ("**Project Plan**"), which will serve as the blueprint for all subsequent phases of the migration. The Project Plan will incorporate the key tasks and findings from this phase, including insights gained from each assessment activity outlined below. Additional requirements and expectations for the Project Plan are detailed in [Section 2.3.1 Project Plan](#).

Key Tasks and Expectations of the Discovery and Planning Phase include:

2.2.1.1 Environment Assessment

- **Purpose:** To gain a comprehensive understanding of both the M365 Primary and Secondary Tenant environments, ensuring the Vendor has a full picture of the existing configurations, dependencies, and data structure.
- **Description:** The **VENDOR** will conduct a thorough assessment of the current environments, focusing on the following elements for the Secondary Tenant:
 - User Accounts: Inventory of all user accounts, permissions, and roles within the Secondary Tenant.
 - Exchange Mailboxes: Mapping of mailboxes, shared mailboxes, and distribution lists, along with associated folder structures and permissions.
 - SharePoint Sites: Identification of all SharePoint sites, libraries, and permissions.
 - Teams Channels: Review of Teams groups, channels, and associated files.



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- OneDrive: Inventory of files and folders within OneDrive, including sharing permissions and version histories.
- Dynamics 365 and Azure Resources: Assessment of any Dynamics 365 configurations, custom entities, and integrations with Azure resources.
- Outcome: A detailed Environment Assessment section in the Project Plan that documents the structure, dependencies, and unique configurations within the Secondary Tenant, providing a baseline for migration planning.

2.2.1.2 Identification and Acceptance of Migration Tool

- **VENDOR** has reviewed available third-party migration tools and the scope of Services required for this Project and has recommended the use of Quest On Demand Migration Suite T3 24x7 Hybrid Subscription as the tool best suited for this Project. **VENDOR** acknowledges the Quest On Demand Migration Suite T3 24x7 Hybrid Subscription procured by **CUSTOMER** is suitable for the Project and agrees to use it for the Project.

CUSTOMER shall be solely responsible for procuring and maintaining all necessary licenses for the selected migration tool. Such licenses shall remain valid for the duration of the Project, including any extensions authorized by **CUSTOMER**. **VENDOR** will not be responsible for procuring or contracting for the selected tool.

2.2.1.3 Stakeholder Identification and Roles Assignment

- Purpose: To establish clear roles and responsibilities for all stakeholders involved in the Project, ensuring efficient communication and accountability.
- Description: **VENDOR**, in collaboration with **CUSTOMER**, will identify key stakeholders, including technical leads, project managers, and business sponsors. Each stakeholder's role in the Project will be documented, specifying their level of involvement, decision-making authority, and points of contact for specific tasks.
- Outcome: A "Roles and Responsibilities Matrix" section that clearly outlines each stakeholder's role and responsibilities, fostering alignment and setting expectations for engagement throughout the Project.

2.2.1.4 Current State Documentation and Inventory

- Purpose: To create a comprehensive inventory of assets in the Secondary Tenant, ensuring completeness and accuracy for the migration process.
- Description: **VENDOR** will document all resources within the Secondary Tenant, including user accounts, mailboxes, SharePoint sites, Teams channels, OneDrive data, and any custom applications or configurations. This inventory will be used as a reference to ensure that all critical data is accounted for and migrated.
- Outcome: A Current State Inventory section that provides a baseline for comparison during and after migration, helping to ensure all necessary components are migrated without omissions.



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2.2.1.5 Security and Compliance Assessment

- Purpose: To ensure that the migration aligns with **CUSTOMER**'s security and compliance requirements, protecting sensitive data and adhering to regulatory standards.
- Description: **VENDOR** will conduct a security and compliance assessment, identifying any special requirements (e.g., data encryption, data residency, access controls) relevant to **CUSTOMER**'s M365 environment. This step may involve consulting with **CUSTOMER**'s security and compliance teams to identify specific standards that must be maintained.
- Outcome: A "Compliance and Security" section outlining any specific security and compliance considerations that will inform the migration process, ensuring adherence to relevant laws and regulations.

2.2.1.6 Dependency Identification and Resolution Planning

- Purpose: To identify any dependencies within the M365 environment that could impact the migration and to develop mitigation plans.
- Description: **VENDOR** will map out dependencies between applications, data flows, and integrations within the current environment. For each dependency, **VENDOR** will outline the impact on migration and propose steps to ensure continuity.
- Outcome: A "Dependency Matrix" that details all dependencies, their migration impact, and planned mitigation strategies, ensuring a seamless transition for all integrated systems and workflows.

2.2.1.7 Communication Plan Development

- Purpose: To establish a structured communication strategy between **VENDOR** and **CUSTOMER**, ensuring effective coordination and information flow throughout the Project.
- Description: **VENDOR**, in collaboration with **CUSTOMER**, will develop a "Communication Plan" that specifies:
 - Regular status update meetings, including frequency, attendees, and agenda.
 - Points of contact for various tasks and issues.
 - Protocols for reporting issues, escalating concerns, and tracking resolution progress.
- Outcome: A "Communication Plan" section that outlines the communication structure, ensuring all parties are aligned and informed throughout the Project lifecycle.

2.2.1.8 Pre-Migration Testing Plan

- Purpose: To identify and resolve potential issues before the full migration, minimizing disruptions and ensuring a smooth transition.
- Description: **VENDOR** will develop a Pre-Migration Testing Plan that includes sample test cases, such as migrating a subset of mailboxes, SharePoint files, or Teams channels. The plan should outline testing steps, success criteria, and a timeline for completion.
- Outcome: A Pre-Migration Testing Plan that identifies and addresses issues early, reducing the risk of disruptions during the live migration.



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2.2.1.9 Documentation of Findings and Recommendations

- **Purpose:** To consolidate all findings from the Discovery and Planning phase into a structured format that informs the Project Plan and subsequent phases.
- **Description:** **VENDOR** will document all findings, tools, identified risks, dependencies, and recommendations in a comprehensive report. This document will serve as a baseline reference and guide for the Project Plan.
- **Outcome:** A "Discovery and Analysis Summary" section that provides a consolidated view of all findings, ensuring that both parties have a shared understanding of the Project scope, risks, and requirements before proceeding.

2.2.2 Migration Execution and Cutover

The Migration Execution and Cutover phase is focused on the transfer of all in-scope M365 environments, configurations, and objects from the Secondary Tenant to the Primary Tenant, as well as the final steps needed to achieve a successful Go-Live. This phase encompasses the technical migration activities, final preparations, and communication with stakeholders to ensure a seamless transition.

Key Components of the Migration Execution and Cutover Phase:

2.2.2.1 Development of the Go-Live Plan

VENDOR shall create a detailed Go-Live Plan for a Pilot (1) and single cutover event as a deliverable for this phase, outlining the precise steps required for the migration cutover. This plan will include:

- A step-by-step sequence for migration activities and cutover.
- Key timelines, including start and end times for migration activities.
- Contingency plans and rollback procedures in case of any critical issues.
- Clear roles and responsibilities for both **VENDOR** and **CUSTOMER** personnel during Go-Live.

As specified in Section 2.3.2: Go-Live Plan, **CUSTOMER** must formally sign off on the Go-Live Plan before the migration can proceed to the cutover stage. This sign-off confirms mutual agreement on the plan's scope, steps, and contingencies.

2.2.2.2 Use of Migration Tools

VENDOR shall utilize the mutually agreed-upon Migration Tool to execute the migration. The chosen tool will support the seamless transfer of data, configurations, and user accounts while maintaining data integrity and minimizing downtime. Any adjustments to the tool usage plan will be communicated promptly to **CUSTOMER**.

2.2.2.3 Stakeholder Communication and Coordination

In collaboration with **CUSTOMER**'s Project Manager, **VENDOR** will help develop and distribute clear communication materials to agency stakeholders affected by the migration. This includes:

- Notifications of scheduled migration times and anticipated impacts on services.
- Instructions for end-users regarding any necessary actions or system changes.
- Help desk contact information for support during and after cutover.

This communication will ensure that all affected parties are informed, prepared, and supported throughout the migration process.



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2.2.2.4 Execution of the Migration and Cutover

Upon sign-off of the Go-Live Plan and completion of pre-migration preparations, **VENDOR** will execute the migration, transferring all in-scope M365 environments, configurations, and objects as outlined in Section 2.1.1: In-Scope. This includes:

- Migrating all M365 environments, such as Exchange, SharePoint, Teams, and Dynamics 365, along with their configurations.
- Transferring all M365 objects, including user accounts, mailboxes, files, and workflows, from the Secondary Tenant to the Primary Tenant.

VENDOR shall monitor the migration process closely, addressing any issues as they arise, and will provide regular updates to **CUSTOMER**'s Project Manager.

2.2.2.5 Post-Migration Validation

After the migration cutover is complete, **VENDOR** will conduct a thorough post-migration validation to confirm that all systems, configurations, and data have been successfully transferred and are functioning as expected. This validation process will include:

- Verifying user access and permissions.
- Checking data integrity for files, emails, and applications.
- Ensuring that workflows and integrations are operational within the Primary Tenant.

VENDOR shall document any issues encountered during the validation process and will work with **CUSTOMER** to resolve them promptly.

Expected Outcomes of the Migration Execution and Cutover Phase:

- Successful Migration of All In-Scope Components: All environments, configurations, and objects identified as "In Scope" in Section 2.1.1: In-Scope will be migrated from the Secondary Tenant to the Primary Tenant.
- Go-Live Readiness: The Go-Live Plan will have been successfully executed, and all key stakeholders will be informed and prepared for the transition.
- Operational Validation: All migrated systems, data, and user access will be validated post-migration to ensure full operational readiness in the Primary Tenant environment.

2.2.3 Post Go-Live Support and Stabilization

Following the successful Go-Live and cutover, **VENDOR** shall provide technical support to address any issues that arise and ensure the environment remains stable and fully operational. This support period is intended to allow **CUSTOMER** to transition smoothly to the new unified M365 environment, with prompt resolution of any post-migration challenges.

Key Expectations for Post Go-Live Support:

2.2.3.1 Technical Issue Resolution

VENDOR shall be responsible for identifying and resolving in scope migration technical issues that emerge after cutover. This includes:



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- Addressing user access or permission issues.
- Resolving configuration discrepancies within M365 applications (e.g., Exchange, SharePoint, Teams).
- Addressing any data transfer or missing data issues that may have surfaced post-migration.

2.2.3.2 Environment Stabilization

VENDOR shall monitor the stability of the M365 environment and proactively address any performance or functionality concerns that could impact end-user experience. This includes:

- Fine-tuning configurations as needed to optimize performance.
- Resolving any unexpected errors or integration issues within applications and workflows.
- Ensuring that all systems and services are operating consistently within the Primary Tenant.

2.2.3.3 Duration of Post Go-Live Support

VENDOR shall provide Post Go-Live Support for up to three (3) weeks following completion of the migration cutover. This support shall include defect resolution, validation of migrated content, end-user issue resolution in coordination with **CUSTOMER**, and stabilization of the environment. If **CUSTOMER** determines additional support is required, such support may be authorized through an approved Project Change Request.

2.2.3.4 Extended Support Beyond Post Go-Live Period

Should **CUSTOMER** require additional support beyond the standard Post Go-Live period, such work may be completed using hours allocated for Project Change Requests, as outlined in Section 3.6: Project Change Requests. Any requests for extended support should be mutually agreed upon and documented to ensure clear expectations.

Expected Outcomes of the Post Go-Live Support Period:

- Stable and Operational Environment: All systems, data, and user access are fully operational within the Primary Tenant, with no outstanding technical issues.
- Satisfactory Issue Resolution: Any issues identified Post Go-Live are resolved promptly, ensuring a smooth transition for end-users.
- Documented Handover: **VENDOR** provides **CUSTOMER** with a summary of issues resolved during the Post Go-Live Support period, along with any recommended actions for ongoing maintenance or monitoring.

2.3 DELIVERABLES

VENDOR shall provide the following Deliverables in accordance with this Statement of Work. **CUSTOMER** may adjust Deliverable sequencing or due dates through written notice and formal Amendment. Each Deliverable represents a document, report, plan, or other artifact that marks the completion of a milestone or provides essential information to guide the migration process. These Deliverables are designed to ensure clear communication, transparency, and alignment between **VENDOR** and **CUSTOMER** at each phase of the Project.



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2.3.1 Project Plan

VENDOR will deliver a comprehensive Project Plan that meets **CUSTOMER** specifications and provides clear direction for migration activities. The Project Plan will include the following key elements:

- Scope and Objectives: A clear definition of the Project scope and objectives, including in-scope and out-of-scope items as determined during the Discovery and Planning phase.
- Detailed Schedule: A comprehensive timeline of activities across the assessment, planning, design, and execution phases. The schedule will include key milestones, start and end dates for major tasks, dependencies, and ownership assignments across **VENDOR** and **CUSTOMER** teams to support coordination and timely completion.
- Tasks and Responsibilities: A breakdown of all tasks with clear accountability assigned to either **CUSTOMER** or **VENDOR**, aligned to the Roles and Responsibilities Matrix created during Discovery.
- Risks and Mitigation Strategies: Documentation of potential risks identified during planning and the Risk Assessment, along with mitigation strategies. Newly identified risks will be added and tracked as the Project progresses.
- Required Resources: A list of required resources from both **CUSTOMER** and **VENDOR**, including personnel, tools, and system access needed to complete each phase of the migration.
- Dependencies and Constraints: Documentation of any dependencies or constraints identified during planning to ensure all factors affecting the migration are understood.
- Defect Tracking and Resolution Plan: A defined process for tracking, prioritizing, and resolving any issues or defects encountered during cutover, including severity classifications, escalation paths, and roles and responsibilities for resolution.

The Project Plan will be reviewed, approved, and signed off by **CUSTOMER** before migration execution begins. **VENDOR** shall then treat the Project Plan as a living document, updating it no less than weekly to reflect progress, changes in scope, adjustments to the timeline, or modifications to resource requirements. Each update will capture progress against milestones, tasks completed, newly identified risks, and any schedule or resource changes. Updated versions will be provided to **CUSTOMER** on a regular basis, and additional updates will be accommodated upon reasonable request, ensuring continued alignment, visibility, and transparency throughout the migration.

Acceptance Criteria: **CUSTOMER** will accept the Project Plan when it contains the elements described above and clearly articulates a project approach sufficient to support **CUSTOMER**'s successful execution of the migration. Written approval by the **CUSTOMER** Project Manager is required prior to invoicing for this Deliverable.

2.3.2 Go-Live Plan

VENDOR's Go-Live Plan is a comprehensive plan designed to ensure a smooth transition from the Secondary Tenant (CDR M365) to the Primary Tenant (GLO M365). The plan will cover all critical aspects of Go-Live preparation, cutover execution, and immediate post-cutover stabilization.



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The Go-Live phase marks the culmination of all prior project efforts, involving the final deployment of the system and solutions, followed by a period of close monitoring and support to ensure a successful cutover. The Go-Live Plan also includes a warranty period and technical support to address any issues that may arise post-implementation.

The Go-Live Plan will include:

- Implementation Plan: A high-level overview of the cutover process, outlining objectives, approach, and key success factors for the transition.
- Planned Cutover Date and Time: The scheduled date/time for the Go-Live event, including expected downtime and anticipated disruptions, with mitigation strategies to minimize user impact.
- Communication Protocols: Defined methods for notifying stakeholders before, during, and after cutover, as well as meeting cadence to support coordination.
- Detailed Schedule: A timeline of all cutover activities, including pre-cutover preparations, the cutover itself, and immediate post-cutover steps. This schedule will specify start and end times, dependencies, and resource assignments.
- Step-by-Step Runbook: A runbook detailing each cutover task, specifying timing, responsible party (**CUSTOMER** or **VENDOR**), required tools and resources, estimated duration, and task dependencies.
- Testing and Validation Procedures: Specific procedures to confirm data integrity, application functionality, and user access before, during, and after cutover. Success criteria for each test will be defined, along with methods for documenting and resolving issues.
- Defect Tracking and Resolution Plan: A structured process for identifying, classifying, prioritizing, and resolving issues or defects. This plan will define severity levels, escalation paths for critical issues, and roles/responsibilities for resolution.
- Contingency and Rollback Plan: A defined process for addressing significant issues during cutover, including criteria for triggering rollback, key decision-makers and escalation points, rollback procedures, and communication protocols for stakeholders.

The Go-Live Plan will be reviewed and signed off by **CUSTOMER** at least one (1) week before execution. **VENDOR** shall not commence cutover until **CUSTOMER** approval has been obtained. Weekly updates will be provided to account for schedule adjustments, resource requirements, or task responsibilities, and may request additional updates as needed.

Acceptance Criteria: **CUSTOMER** will accept the Go-Live Plan when it contains all elements defined in this section, clearly articulates a project approach sufficient to ensure cutover success, and includes: implementation plan, planned cutover date/time, detailed schedule, runbook, testing and validation procedures, defect tracking and resolution plan, and contingency/rollback plan. Written approval by the **CUSTOMER** Project Manager is required before migration cutover may begin and prior to invoicing for this Deliverable.



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2.3.3 Change Management Plan

The Change Management Plan shall be prepared and delivered by **VENDOR** to support **CUSTOMER**'s execution of organizational change management activities. **VENDOR** shall not be responsible for executing **CUSTOMER**'s internal change management process or providing end-user training.

At a minimum, the Change Management Plan shall include:

- Migration preparedness checklists to guide Customer activities;
- A T-minus communications schedule identifying recommended timing and content of Customer communications; and
- Templates and sample materials to support Customer's communications and migration readiness activities.

VENDOR shall provide a Change Management Support personnel resource to collaborate with **CUSTOMER**'s Change Management team and technical leads, ensuring timely and accurate information is shared throughout the Project. **CUSTOMER** will be solely responsible for executing all change management activities, including user communications, training, and adoption efforts.

Acceptance Criteria: **CUSTOMER** will accept the Change Management Plan when it contains the elements described above and is sufficient to support **CUSTOMER**'s execution of change management activities. Written acceptance by the **CUSTOMER** Project Manager is required prior to invoicing for this Deliverable.

2.3.4 Go-Live Completion Report

The "Go-Live Completion Report" is a formal document that confirms the successful completion of the Go-Live phase and the full cutover of the Secondary Tenant to the Primary Tenant. This report serves as a record of the final status of the migration, including any issues encountered and resolved during cutover, and provides validation that all in-scope items have been migrated as planned.

At a minimum, the Go-Live Completion Report will include the following components:

- Summary of Go-Live Activities: A high-level summary of the cutover process, outlining key activities, timelines, and overall results.
- Validation of Success Criteria: Confirmation that all predefined success criteria from the Go-Live Plan have been met, including data integrity, application functionality, and user access validation.
- Defect and Issue Log: A record of any defects, issues, or incidents that occurred during the cutover, including details on how each was resolved or mitigated. Any unresolved issues or recommendations for further monitoring should also be noted.
- Sign-Off and Acknowledgment: A section for formal sign-off by both **VENDOR** and **CUSTOMER**, indicating mutual agreement that the Go-Live and cutover have been successfully completed and that the Primary Tenant is operational.

This report will serve as the final Deliverable for the Migration Execution and Cutover phase, providing assurance that the migration objectives have been achieved and that the environment is stable. Any



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follow-up tasks or additional support needs identified during Go-Live will be documented in this report for handover to the Post Go-Live Support team.

Acceptance Criteria: CUSTOMER will accept the Go-Live Completion Report when it documents Go-Live activities, validates that success criteria from the approved Go-Live Plan have been met, and includes an issue log with resolution details. Written acceptance by the **CUSTOMER** Project Manager is required prior to invoicing for this Deliverable.

2.3.5 Project Close-Out Report

The "Project Close-Out Report" is a final project Deliverable that documents the successful completion of the entire Project, including an overview of outcomes from the Post Go-Live Support phase. This report serves as a comprehensive summary of the Project's results, providing closure on all tasks, milestones, and outstanding issues.

At a minimum, the Project Close-Out Report will include the following components:

- Project Summary and Objectives: A brief recap of the Project's scope, objectives, and key Deliverables, with a focus on the successful migration and cutover from the Secondary Tenant to the Primary Tenant.
- Results of Post Go-Live Support: A summary of the Post Go-Live Support phase, detailing any issues resolved, adjustments made to stabilize the environment, and any final performance validations completed during this period.
- Outstanding Issues and Recommendations: Documentation of any remaining issues or recommendations for future monitoring, maintenance, or improvements to ensure long-term stability and success of the migrated environment.
- Formal Sign-Off and Project Closure: A section for formal acknowledgment and sign-off by both **VENDOR** and **CUSTOMER**, indicating mutual agreement that all Project requirements have been met and that the Project is officially closed.

The Project Close-Out Report provides a comprehensive record of the Project's success, capturing key insights and outcomes from the migration and support phases.

Acceptance Criteria: CUSTOMER will accept the Project Close-Out Report when it provides a comprehensive summary of Project outcomes, includes results from Post Go-Live Support, documents outstanding issues and recommendations, and contains formal sign-off for project closure. Written acceptance by the **CUSTOMER** Project Manager is required prior to invoicing for this Deliverable.

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3. Project Governance

CUSTOMER and **VENDOR** will work together under a structured governance framework designed to ensure effective collaboration, accountability, and transparent communication throughout the Project Period. This section outlines the roles, responsibilities, and protocols that will guide the Project, promoting alignment on objectives, efficient decision-making, and timely issue resolution.

Key governance elements include designated points of contact, reporting and documentation requirements, issue escalation and resolution processes, and formal Deliverable acceptance procedures. This framework will help both parties manage expectations, monitor progress, and ensure the successful completion of all project milestones.

3.1 TEAM COMPOSITION AND ROLES

The success of this Project depends on a collaborative team composed of skilled resources from both **CUSTOMER** and **VENDOR** organizations, each bringing their expertise to ensure effective project execution. Both **CUSTOMER** and **VENDOR** will assign key personnel to manage the relationship, coordinate resources, and oversee work performed under this contract, ensuring alignment with the Project's goals and timelines.

CUSTOMER Project Manager

CUSTOMER will designate a Project Manager (the "**CUSTOMER** Project Manager") who will act as the primary point of contact for **VENDOR** throughout the Project Period. **CUSTOMER** Project Manager's responsibilities include:

- **Resource Coordination:** Managing and coordinating **CUSTOMER** resources needed for the Project, including assigning team members and ensuring availability.
- **Project Oversight:** Monitoring overall Project progress, tracking milestones, and ensuring adherence to the established timeline.
- **Deliverable Validation and Approval:** Reviewing and formally approving all deliverables submitted by **VENDOR** to ensure they meet quality standards and align with project requirements.
- **Stakeholder Alignment:** Communicating project updates to internal stakeholders and ensuring that project activities align with **CUSTOMER**'s organizational priorities and goals.

VENDOR Project Manager

VENDOR shall appoint a Project Manager (or equivalent senior resource) to serve as the primary point of contact for the Project Period. This individual will be responsible for overseeing **VENDOR**'s resources and ensuring timely and high-quality delivery of services. **VENDOR** Project Manager's responsibilities include:

- **Resource Management:** Assigning and managing **VENDOR** resources dedicated to the Project, including task delegation and workload balancing.
- **Regular Status Updates:** Providing weekly status reports to **CUSTOMER** Project Manager, highlighting progress, risks, and any potential issues that may impact the project timeline.



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- **Deliverable Coordination:** Ensuring all Deliverables are completed, reviewed internally, and submitted to **CUSTOMER** on time, in line with project milestones.
- **Issue Escalation and Resolution:** Addressing any issues that arise during the Project Period, escalating critical issues to appropriate stakeholders, and implementing corrective actions as needed.

This defined team structure will ensure a high level of accountability, clear communication, and efficient coordination between the **CUSTOMER** and **VENDOR**, supporting the successful achievement of all Project objectives.

3.2 ROLES AND RESPONSIBILITIES

The "Roles and Responsibilities" section outlines the key roles, expectations, and duties of both **CUSTOMER** and **VENDOR** throughout the Project. By defining clear responsibilities for each party, this section aims to establish accountability, streamline communication, and support efficient collaboration across all phases of the Project.

These roles and responsibilities provide a framework for day-to-day activities, deliverable ownership, and decision-making authority, helping to reduce potential misunderstandings and promote a structured, cooperative working environment. Additionally, this section details specific reporting and compliance obligations for **VENDOR**, as well as support and resource management responsibilities for **CUSTOMER**.

By clearly delineating roles and responsibilities, this section ensures that both **CUSTOMER** and **VENDOR** can work effectively toward common goals, achieve timely and successful project outcomes, and maintain alignment with the agreed-upon standards and timelines.

3.2.1 VENDOR Roles and Responsibilities

VENDOR shall fulfill the roles and responsibilities in this Section 3.2.1 to ensure successful Project execution, as directed by **CUSTOMER**. These responsibilities include delivering key Project artifacts, maintaining effective communication, adhering to security and compliance requirements, and supporting Project governance. The following sections outline **VENDOR**'s primary responsibilities.

3.2.1.1 Project Responsibilities and Deliverables

- **Project Artifacts and Documentation**
VENDOR shall provide required artifacts on a weekly basis, and on specific days if additionally directed by **CUSTOMER** through written notice. This includes key Project Deliverables as outlined in the Final Statement of Work and any additional reports or documents requested by **CUSTOMER** to track progress and validate project milestones.
- **Project Plan**
VENDOR shall produce and maintain a comprehensive Project Plan, which will be reviewed weekly by **CUSTOMER** Project Manager. Requirements for the Project Plan are described in [Section 2.3.1: Project Plan](#). The Project Plan must reflect current project status, tasks, milestones, and any approved changes. Any modifications to the Project Plan require written approval from **CUSTOMER** Project Manager. **CUSTOMER** Project Manager may also request additional review meetings to discuss the Project Plan and overall project progress.



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3.2.1.2 Project Resources and Compliance

- **Confidentiality and Security Requirements**

All **VENDOR** personnel assigned to this Project must sign **CUSTOMER**'s non-disclosure and confidentiality agreement prior to beginning work. **VENDOR** staff who will directly access **CUSTOMER** systems must:

- Undergo background checks as part of the security clearance process.
- Complete **CUSTOMER**-mandated cybersecurity training during the Project Period to ensure compliance with security protocols.
- **VENDOR** must also comply with the **CUSTOMER**'s IT policies and standards outlined in Appendix B: IT Policy: Acceptable Use, Appendix C: IT Policy: Vendor Access, and the information security standards as provided by the GLO Information Security Appendix attached as Attachment E to the Contract, the Contract and such other security policies and standards as may be required by **CUSTOMER**. **VENDOR** shall comply with **CUSTOMER**'s applicable information security standards, as provided by the GLO Information Security Appendix attached as Attachment E to the Contract, when accessing or operating within **CUSTOMER**'s environments. At the same time, **VENDOR** shall maintain and adhere to its own globally applicable standards, policies, and procedures designed to protect data within **VENDOR**'s respective environments, including but not limited to its systems, networks, and facilities.

- **Provision of Equipment**

VENDOR is responsible for supplying all necessary equipment (e.g., laptops, software licenses) for its personnel to fulfill their responsibilities. On-site access will not be provided to **VENDOR** personnel unless explicitly agreed upon by both **CUSTOMER** and **VENDOR**.

3.2.1.3 Weekly Status Reporting and Meetings

- **Weekly Status Report**

VENDOR shall provide a written Weekly Status Report by close of business on the day each week designated by **CUSTOMER**. The Status Report shall include:

- A summary of work completed during the prior week.
- A forecast of planned activities for the following week.
- Identification of any issues or risks, including explanations, proposed resolutions, and expected timelines for resolution.

All issues identified in the Status Report should also be documented in **CUSTOMER**'s Issues and Risks Register, ensuring they are tracked and addressed in a timely manner.

- **Weekly Status Meetings**

VENDOR shall attend a Weekly Status Meeting with **CUSTOMER** Project Manager to discuss Project progress, address outstanding issues, and confirm upcoming tasks. This meeting will be held on a mutually agreed-upon day each week, at a time and place designated by the **CUSTOMER** Project Manager. **VENDOR** will present updates, review key activities, and coordinate on any actions required to maintain Project momentum.



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3.2.1.4 Work Environment and Hours

- **Working Hours and Availability**

VENDOR may perform work as necessary on a 24x7 basis, leveraging global resources to support the Project. **VENDOR** shall ensure that appropriate resources are available during U.S. business hours to coordinate with **CUSTOMER**'s Project Manager and stakeholders, and shall also provide extended coverage during migration and cutover activities. Work may be performed on **CUSTOMER**-recognized holidays and skeleton crew days if required to meet Project timelines, provided that such work is coordinated in advance with **CUSTOMER**. **CUSTOMER** will provide and manage any required security access (e.g., VPN, network, and system access) to allow **VENDOR** to perform assigned tasks effectively.

- **Access and Issue Escalation**

In the event of any lapses in system or network access that impact Project work, **VENDOR** shall promptly notify **CUSTOMER**. **CUSTOMER** is responsible for resolving access issues in a timely manner to minimize disruption to the Project timeline.

3.2.1.5 Recordkeeping and Audit Compliance

- **Recordkeeping Requirements**

VENDOR must maintain accurate records and documentation of all services provided and costs incurred throughout the Project. These records must be made available to **CUSTOMER**, as well as state and federal auditors, upon request. **VENDOR** is required to retain records and documentation in the manner and for the duration specified in the Contract.

This structured approach to **VENDOR** Roles and Responsibilities ensures that all critical duties, reporting requirements, and compliance expectations are clearly defined. By maintaining accountability, transparency, and alignment with **CUSTOMER** requirements, **VENDOR** can contribute effectively to the success of the Project.

3.2.2 CUSTOMER Roles and Responsibilities

CUSTOMER is responsible for overseeing the Project and providing the necessary support to ensure successful collaboration with **VENDOR**. This includes key roles in deliverable validation, meeting coordination, resource management, and documentation. The following sections outline **CUSTOMER**'s primary responsibilities throughout the Project Period.

3.2.2.1 Project Oversight and Deliverable Review

- **Review of Artifacts and Deliverables**

CUSTOMER will review all artifacts and Deliverables produced by **VENDOR** to assess their suitability, accuracy, and completeness. **CUSTOMER** Project Manager will oversee the validation and approval process for each deliverable, ensuring that it meets the requirements and timeline established in the Project Plan (see [Section 2.3.1: Project Plan](#)).

- **Validation and Approval Process**

CUSTOMER Project Manager will manage the process of validating and approving **VENDOR** Deliverables according to the schedule outlined in the Project Plan, which is updated weekly. This process ensures that all deliverables align with project objectives before final acceptance.



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3.2.2.2 Weekly Status Meetings and Documentation

- **Meeting Coordination and Agenda Preparation**

CUSTOMER Project Manager will conduct Weekly Status Meetings with **VENDOR** to monitor project progress, discuss any issues, and align on next steps. **CUSTOMER** Project Manager will prepare and distribute an agenda before each meeting to ensure focused discussions and efficient use of time.

- **Minutes and Action Items**

During each Weekly Status Meeting, **CUSTOMER** Project Manager will record minutes to capture key discussion points, decisions, and assigned action items. The minutes will be shared with both **CUSTOMER** and **VENDOR** personnel to maintain transparency and ensure accountability. **VENDOR**'s input will be incorporated as needed.

- **Issues and Risks Register**

Throughout the Project, **CUSTOMER** Project Manager will log all identified issues and risks in **CUSTOMER**'s Issues and Risks Register. This register will be accessible to both **CUSTOMER** and **VENDOR** personnel, with at least view-only privileges, allowing all Project team members to track issues, monitor their resolution, and proactively manage risks.

3.2.2.3 Resource Management and Scheduling

- **Securing and Scheduling Resources**

CUSTOMER Project Manager is responsible for securing and coordinating **CUSTOMER** resources required for the Project, including subject matter experts, IT personnel, or other internal stakeholders as needed. **CUSTOMER** Project Manager will work closely with **VENDOR** to schedule **CUSTOMER** staff for tasks and meetings, ensuring resources are available at the right times to support Project activities.

- **Access and Permissions**

CUSTOMER will provide the necessary access and permissions to enable **VENDOR** personnel to perform their assigned tasks, including access to required systems, data, and network resources. **CUSTOMER** will promptly address any access issues reported by **VENDOR** to prevent Project delays.

3.2.2.4 Project Documentation and Repository Management

- **File Repository**

CUSTOMER Project Manager will establish and maintain a centralized file repository (location TBD) accessible to both **CUSTOMER** and **VENDOR** personnel. This repository will serve as the official storage location for critical project documents, including:

- Final, accepted deliverables
- Issues and Risks Register
- **VENDOR** Weekly Status Reports
- Agendas and minutes from Weekly Status Meetings

This shared repository ensures that all Project-related documents are easily accessible and up to date, promoting transparency and efficient collaboration.

For successful planning, execution and management of the project, the following GLO roles and their respective responsibilities and time commitments have been defined. Each role is crucial in providing the necessary expertise and support throughout the project lifecycle. The table below outlines the key roles, their responsibilities, and the expected time commitment for each:



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RESOURCE TYPE	RESPONSIBILITY	ESTIMATED TIME REQUIRED
Program Executive	Executive responsible for project decisions, resource allocation and escalation.	Up to 4 hours /month
Project Coordinator/ Manager	Project liaison reviewing Deliverables and providing access and knowledge of CUSTOMER resources necessary to complete work.	Up to 40 hours / week
Change Manager	Responsible for attending required meetings and coordination of the change management activities	20 hours per week for the first 6 weeks, then 10 hours per week
Business Stakeholders	Provide input on business processes, validate data integrity, and participate in UAT.	2-6 hours/week (during UAT and training)
Network Administrators	Provide a network support administrator to help with any installation of tools and logs access. Remediate network related issues affecting migrations.	Up to 2 hours/week during Migration and Cutover.
SharePoint/Teams Administrators / Site Collection Owners	Site collection owners and SharePoint Administrators who will verify migration success for content and customizations while performing User Acceptance Testing (UAT).	1 (one) to 3 (three) hrs. per site/teams
M365 Subject Matter Advisors	Represents the details and configuration of the current state environment, participates in design reviews and acceptance activity, affirms acceptance of deliverables and knowledge transition	Up to 20 hours per week during Discovery and Planning. Up to 10 hours per week during Migration and Cutover.
Power Platform Administrators	Provide process and deployment support for customizations hosted in Power Platform.	8(eight) to 16 (sixteen) hrs. per month
Exchange/Entra ID Admin	Manages and maintains the Exchange Online and Entra ID environments, procuring optimal performance and security. Support migration activities, including the setup and configuration of hybrid environments, and the migration of mailboxes and user accounts.	Up to 10 hrs. per week during discovery and planning Up to 20 hrs. per week during migration
IT Project Manager	Oversees project execution, coordinates between internal teams and vendor, verifies adherence to timelines.	4-8 hours/week
Security & Compliance Lead	Reviews and approves security configurations, procures compliance with organizational policies.	4-6 hours/week (during planning and implementation)
D365 CE Admin	Provides access to existing environments, assists with user provisioning, and validates migrated data.	6-10 hours/week (during migration)
M365 Admin	Assists with tenant setup, email migration, and license allocation.	6-10 hours/week (during migration)



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3.3 RELATIONSHIP MANAGEMENT

CUSTOMER is committed to fostering a strong, cooperative working relationship with **VENDOR** to ensure a successful and solution-oriented Project experience. Both parties are dedicated to maintaining open communication, transparency, and mutual respect throughout the Project Period. A positive, collaborative partnership focused on shared Project goals will be essential in achieving desired outcomes and addressing any challenges that arise.

3.3.1 Guiding Principles for Effective Collaboration

- **Open Communication**
Both **CUSTOMER** and **VENDOR** agree to prioritize clear, timely, and honest communication. Regular updates, status reports, and check-ins will be used to keep both parties informed of Project progress, potential risks, and any emerging issues.
- **Good Faith Effort**
CUSTOMER and **VENDOR** will each make a good faith effort to resolve any issues or concerns identified by either party. This cooperative approach is intended to maintain Project momentum and support a productive, problem-solving environment.
- **Shared Focus on Project Goals**
By keeping the overall Project goals and objectives at the forefront, both **CUSTOMER** and **VENDOR** will work together to make decisions that align with the Project's success criteria, even when challenges arise.

3.3.2 Issue Identification and Resolution Process

Effective issue identification and resolution is critical to maintaining Project momentum and ensuring Project success. The following structured process outlines how issues will be identified, assessed, and resolved throughout the Project:

- **Problem Identification**
 - Initiation: Either **CUSTOMER** or **VENDOR** may formally raise an issue related to Project performance, Deliverables, or other aspects of the Project.
 - Documentation: All identified issues must be documented with sufficient detail to facilitate prompt assessment and decision-making. This documentation should include a description of the issue, its potential impact on the project, and any initial observations or relevant context.
 - Classification: The final determination of the issue's classification (e.g., priority level, impact) will be at the discretion of **CUSTOMER**. This classification will guide the urgency and approach for resolving the issue.
- **Collaborative Problem-Solving**
 - Action Plan Development: Upon identifying an issue, representatives from both **CUSTOMER** and **VENDOR** will collaborate to develop an action plan that includes specific steps for resolving the issue. The action plan should also outline a timeline for resolution and identify responsible parties for each action.



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- Alignment on Expectations: This collaborative approach ensures that both parties are aligned on the expectations for resolution, taking into account project requirements, timelines, and objectives.
- Documentation and Tracking: **CUSTOMER** will document each identified issue and its action plan in the Issues and Risks Register. Updates on issue status and any adjustments to the action plan will be shared with both parties to maintain transparency.
- **Escalation Process**
 - Escalation Criteria: If an issue cannot be resolved within the agreed timeline or to **CUSTOMER**'s satisfaction, the matter may be escalated to **VENDOR**'s management. The criteria and triggers for escalation should be clearly understood by both parties to ensure timely intervention.
 - Escalation Meeting: An escalation meeting will be scheduled with senior representatives from both **CUSTOMER** and **VENDOR** to review the issue, assess potential impacts, and agree on a revised resolution strategy. Both parties will work together to reach a resolution that aligns with the Project's goals and **CUSTOMER**'s standards.
 - Final Resolution: Once an escalated issue is resolved, it will be documented in the Issues and Risks Register, along with any agreed-upon actions or preventive measures to avoid similar issues in the future.

By adhering to these principles and processes, **CUSTOMER** and **VENDOR** will work together effectively to resolve issues, maintain project momentum, and achieve successful Project outcomes.

3.4 COMMUNICATION PROTOCOLS AND MEETING CADENCE

To ensure continuous alignment and effective Project management, **CUSTOMER** Project Manager and **VENDOR**'s primary point of contact will establish regular communication channels and a defined meeting cadence. These protocols are designed to maintain accountability, facilitate proactive issue resolution, and support the timely completion of Project milestones.

3.4.1 Meeting Types and Cadence

- **Weekly Status Meetings**

Weekly status meetings will be held to review Project progress, discuss emerging issues, and confirm upcoming Deliverables. These meetings will ensure that both **CUSTOMER** and **VENDOR** are aligned on the current status, timelines, and any adjustments needed to stay on track. The key objectives for each status meeting include:

 - Reviewing completed work since the last meeting.
 - Identifying and addressing any obstacles or risks.
 - Confirming timelines and responsibilities for upcoming Deliverables.
 - Documenting action items and decisions for follow-up.

Frequency: Typically scheduled weekly, although bi-weekly meetings may be arranged if mutually agreed upon by both parties.

Attendees: **CUSTOMER** Project Manager, **VENDOR** Project Manager, and other relevant team members as necessary.



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- **Ad Hoc Meetings**

Ad hoc meetings may be scheduled as needed to address urgent issues, review critical Deliverables, or adjust Project priorities. These meetings are intended to resolve time-sensitive matters that cannot wait until the next scheduled status meeting. Both **CUSTOMER** and **VENDOR** are expected to respond promptly to ad hoc meeting requests to maintain Project momentum and prevent delays.

Frequency: As needed, based on the urgency and nature of the issue.

Attendees: Determined by the specific topic or issue being addressed; may include relevant subject matter experts or decision-makers from both parties.

3.4.2 Communication Expectations

- **Meeting Preparation and Agendas**

CUSTOMER Project Manager will provide a meeting agenda prior to each scheduled meeting to outline key discussion topics, decisions to be made, and any materials needed for review. Both parties are expected to come prepared to discuss their assigned topics and provide relevant updates.

- **Meeting Minutes and Action Items**

Following each meeting, **CUSTOMER** Project Manager will document key decisions, action items, and responsible parties, and will share these minutes with both **CUSTOMER** and **VENDOR** teams. This ensures that all stakeholders remain informed and accountable for their respective tasks.

- **Responsiveness and Timely Communication**

Both **CUSTOMER** and **VENDOR** are committed to maintaining open and responsive communication channels. Email, phone, or other communication tools may be used for daily updates or to clarify immediate questions. Timely responses to queries and requests are essential to keeping the Project on track and avoiding potential delays.

By adhering to these communication protocols and meeting cadences, **CUSTOMER** and **VENDOR** will foster a transparent, collaborative working environment that supports Project objectives and proactively addresses potential risks.

3.5 DELIVERABLES ACCEPTANCE

VENDOR shall submit draft Deliverables for preliminary review. Final Deliverables shall not be deemed accepted until **CUSTOMER** provides written acceptance via email. This review process allows **CUSTOMER** to assess the Deliverable's suitability, completeness, and alignment with Project requirements. Any necessary feedback or revisions will be communicated to **VENDOR** in a timely manner to support the successful completion of each Deliverable. **CUSTOMER reserves the right to reject any Deliverables by providing written notice within three (3) business days following delivery, specifying the manner in which the Deliverables fail to meet the applicable specifications. In the absence of such written rejection, the Deliverables shall be deemed accepted.**



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3.5.1 Acceptance Criteria and Process

- **Draft Review and Feedback: CUSTOMER** Project Manager will review each draft Deliverable and provide detailed feedback to **VENDOR** as necessary. This iterative review process ensures that each Deliverable meets the expected quality standards and Project specifications.
- **Final Submission and Approval:** Once **VENDOR** has addressed all feedback and completed any required revisions, the final version of the Deliverable will be submitted to **CUSTOMER** Project Manager. Formal acceptance of each Deliverable will be indicated in writing by the **CUSTOMER** Project Manager upon confirmation that the Deliverable meets all specified requirements and quality standards.

3.5.2 Repository for Accepted Deliverables

- **Centralized Storage:** Once accepted, final Deliverables will be stored in a designated file repository, designated at the discretion of **CUSTOMER**, accessible to both **CUSTOMER** and **VENDOR**. This repository will serve as the official record for all Project artifacts, including accepted Deliverables, status reports, meeting agendas, and minutes.
- **Document Control and Versioning: CUSTOMER** Project Manager will ensure that only the most recent, accepted versions of each Deliverable are stored in the repository. This centralized and organized approach to document storage promotes transparency, accessibility, and efficient project management for both parties.

By adhering to this Deliverable acceptance process, **CUSTOMER** and **VENDOR** can maintain high-quality standards, ensure accountability, and foster a collaborative approach to achieving Project objectives.

3.6 PROJECT CHANGE REQUESTS

At its sole discretion, **CUSTOMER** may request changes to the Project on an as-needed basis throughout the Project lifecycle. When additional Work is identified, **CUSTOMER** and **VENDOR** will initiate a Project Change Request (PCR) to confirm mutual agreement on the scope, timeframe, and resources needed for the additional Work. A PCR shall not be considered complete until both (1) the PCR has been approved in writing by both parties; (2) all Work described in the PCR has been completed in **CUSTOMER'S** determination; and (3) **VENDOR** has submitted a PCR Completion Report and **CUSTOMER** has approved the PCR Completion Report in accordance with Section 3.6.2. **CUSTOMER** will not authorize payment for any PCR under Section 4.1.3 unless and until the above conditions are satisfied.

3.6.1 PCR Issuance and Performance and Acceptance of Work Pursuant to PCR

- **PCR Documentation and Scope Definition**
A PCR must outline the specific details of the additional Work to be performed, including a defined scope, timeframe, and estimated number of hours required for completion. A PCR must provide a clear understanding of the expectations and boundaries of the requested change(s) to the Project.



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- **PCR Approval and Notice to Proceed (NTP)**

A PCR must be reviewed and signed by both **CUSTOMER** and **VENDOR** before any additional Work is performed. The signed PCR will serve as the official **Notice to Proceed (NTP)** for the Work specified in the PCR.

- **Completion of Work Pursuant to PCR**

VENDOR must complete all Work described in the PCR, adhering to the defined scope, timeline, and quality standards agreed upon by the Parties. Any adjustments to the timeline or resources specified in the PCR must be discussed with and approved in writing by **CUSTOMER** Project Manager.

- **Preparation and Submission of PCR Completion Report**

VENDOR must prepare and submit a PCR Completion Report in accordance with Section 3.6.2.

This structured approach to PCRs ensures that any modifications to the Project are managed collaboratively, documented thoroughly, and executed with mutual accountability. By following these procedures, both **CUSTOMER** and **VENDOR** can address evolving needs while maintaining alignment with the Project's overall objectives and timelines.

3.6.2 PCR Completion Report

Upon completion of the Work assigned under a PCR, **VENDOR** shall prepare and submit to **CUSTOMER** a PCR Completion Report documenting the Work performed. At a minimum, each PCR Completion Report shall include:

- A detailed summary of the Work completed, tied directly to the agreed upon PCR scope. This report will document the work performed, confirm completion of the defined tasks, and provide any relevant supporting information for **CUSTOMER** review;
- Verification and validation results, confirming that Work performed pursuant to the PCR meets the quality and functional standards agreed upon in the PCR; and
- A sign-off section for Customer's formal acceptance.

Approval Criteria: **CUSTOMER** will approve a PCR Completion Report documenting that all PCR Work was completed in accordance with the approved scope and standards, and when the **CUSTOMER** Project Manager provides written acceptance. As referenced in Section 3.6, acceptance of the PCR Completion Report is required prior to invoicing for any PCR-related Work under Section 4.1.3. Final acceptance will be indicated in writing by **CUSTOMER** Project Manager. Acceptance is required prior to any invoicing or payment for PCR-related work.

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4. Project Budget and Payment Schedule

This Project has a not-to-exceed budget amount totaling **\$1,815,250.00** as provided in Article III of the Contract. Payments related to the Project, including payments for Project Deliverables, and Project Change Request Costs, shall be made in accordance with Tables 1 and 2 below and as otherwise provided in this Final Statement of Work and the Contract. Total payments made shall not exceed the total compensation amount provided in Article 3.01 of the Contract.

All Work required under the Contract from **VENDOR** must be completed timely and approved by **CUSTOMER** in accordance with this Final Statement of Work and the Contract. **VENDOR** may invoice for Project Work only after receiving written approval of the specific Work performed from **CUSTOMER**. Invoices must be detailed, accurate, include all required documentation, and otherwise comply with the terms of Article III of the Contract to ensure prompt processing. Upon receipt and approval of an invoice, **CUSTOMER** will make payment in accordance with the Contract.

Funds associated with Work performed under the Contract shall be disbursed to **VENDOR** upon completion and approval by the **CUSTOMER** of the Work, in accordance with Tables 1 and 2 and the Contract. The **CUSTOMER** shall ensure that all Project Work is completed in conformance with the terms of this Final Statement of Work and the Contract prior to disbursement of funds. The **CUSTOMER** may request additional documentation proving completion of the applicable Work.

If any **CUSTOMER**-owned items were loaned to **VENDOR** during the Project, they must be returned in their original condition before payment for the Post Close-Out Report is issued.

4.1 Project Costs, Schedule, and Budget

4.1.1 Pricing and Cost Structure

VENDOR is responsible for procuring and delivering all software, tools, and services necessary for the completion of this Project, unless otherwise specified herein or requested by **CUSTOMER**.

1. **Table 1 Deliverable Pricing:** Table 1 provides fixed-prices per specific Project Deliverable. The fixed-price amounts encompass all associated costs, including direct costs, **VENDOR** contingency funds, labor, and any other expenses necessary to complete each specific Deliverable.
2. **Table 2 Pricing:** Table 2 provides a not-to-exceed amount for Work performed pursuant to PCRs. All direct and indirect costs are included in the Table 2 pricing structure, as no additional charges beyond the not-to-exceed amounts will be accepted.

4.1.2 Deliverables Due Dates and Costs

VENDOR may invoice for completed and approved Deliverables. Table 1 provides Project Deliverables that **VENDOR** may invoice for, the due date for each Deliverable, and the fixed-price for each completed and approved Deliverable. Each Deliverable's cost reflects the full scope of work required for completion, including associated resources, materials, or third-party tools needed to meet the Deliverable's requirements.



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Table 1: Project Deliverables, Schedule, and Budget

DELIVERABLE	DUE DATE	COST
Project Plan	As soon as practicable, but no later than End of week 4	\$400,000
Go-Live Plan	As soon as practicable, but no later than End of week 8	\$400,000
Change Management Plan	As soon as practicable, but no later than End of week 12	\$400,000
Go-Live Completion Report	As soon as practicable, but no later than End of week 16	\$300,000
Project Close-Out Report	As soon as practicable, but no later than End of week 19	\$165,250
TOTAL NOT TO EXCEED AMOUNT FOR TABLE 1 DELIVERABLES		\$1,665,250

4.1.3 Funds for Project Change Request Costs

Table 2 describes a contingency fund of 1,500 labor hours, at a blended hourly rate of \$100/hour, for use exclusively on Work performed pursuant to approved PCRs issued in accordance with Section 3.6.1. The total not-to-exceed amount available for Work performed pursuant to PCRs under this Contract is \$150,000.

CUSTOMER makes no guarantee that the total not-to-exceed amount for the Contingency Fund of \$150,000 will be expended on the Project. **VENDOR** may not invoice for any Work performed pursuant to a PCR until **CUSTOMER** has approved the Work and the associated PCR Completion Report as described in Section 3.6.2. Payments under the contingency fund specified in this Section will be based solely on actual hours worked and documented in the accepted PCR Completion Report.

CUSTOMER SHALL NOT AUTHORIZE ANY PROJECT CHANGE REQUESTS RESULTING IN PRICE INCREASES EXCEEDING THE TOTAL PRICE AMOUNT AGREED UPON IN THIS EXECUTED FINAL STATEMENT OF WORK.

Table 2: PCR Contingency Fund Budget

DESCRIPTION	QTY	UNIT	UNIT COST BLENDED HOURLY RATE	TOTAL NOT TO EXCEED AMOUNT FOR PCR WORK
Contingency Fund for Approved Work Performed pursuant to Project Change Requests	1500	Hour	\$100	\$150,000



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4.1.4 Additional Information for Project Change Requests

1. For any approved Project Change Request, pricing will be based on the defined scope of Work and the estimated number of hours required. Hours will be billed at the blended hourly rate specified in Table 2: Contingency Fund Cost Summary.
2. Upon completion of the additional work, **VENDOR** will submit a Project Change Request Completion Report for **CUSTOMER** review and acceptance. **VENDOR** may only invoice for Project Change Requests after written execution of the Project Change Request by the Customer. Each approved Project Change Request will be invoiced separately from the main Project Deliverables.

4.1.5 Liquidated Damages

If **VENDOR** does not complete a Deliverable on or before the completion deadline specified in Table 1 above, liquidated damages may be assessed at a rate of \$500 per day the Deliverable is past due (in addition to other remedies the **CUSTOMER** may have under the Contract) unless the Parties agree, in writing, on or before the completion-deadline date that a delay in completion of the Deliverable is warranted.

If **VENDOR** does not complete Work assigned under a PCR on or before the completion deadline specified in the PCR, liquidated damages may be assessed at a rate of \$250 per day the Work is past due (in addition to other remedies the **CUSTOMER** may have under the Contract) unless the Parties agree, in writing, on or before the completion-deadline date that a delay in completion of the Work is warranted.

The sums specified above are agreed upon as liquidated damages and not as a penalties.



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5. MISCELLANEOUS

5.1 *Additional Terms and Conditions*

THE PARTIES AGREE THAT NO TERM, CONDITION, STATEMENT OR AFFIRMATION IN **VENDOR'S** SOLICITATION RESPONSE OR IN ANY AGREEMENTS WITH **VENDOR'S** AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES SHALL APPLY TO THE CONTRACT. ANY DOCUMENT WHETHER SUBMITTED BY **VENDOR**, ITS AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS' PURPORTING TO LIMIT **VENDOR'S** LIABILITY UNDER THE CONTRACT IS OF NO FORCE OR EFFECT. **VENDOR** AGREES THAT IT SHALL BE LIABLE FOR RENDERING SERVICES UNDER THE CONTRACT EVEN IF ANY OF **VENDOR'S** AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS CLAIM THAT THEY CANNOT PROVIDE SERVICES ON THE BASIS OF CUSTOMER'S REASONABLE REFUSAL TO SIGN THEIR THIRD-PARTY TERMS AND CONDITIONS, SHOULD SERVICES BE INTERRUPTED AS A RESULT.

THE PARTIES AGREE THAT NO TERM, CONDITION, STATEMENT OR AFFIRMATION IN **VENDOR'S** SOLICITATION RESPONSE OR IN ANY AGREEMENTS WITH **VENDOR'S** AGENTS, PARENT COMPANIES, AFFILIATES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS', OR ANOTHER DOCUMENT, PURPORTING TO REQUIRE **CUSTOMER** TO INDEMNIFY **VENDOR** OR ANY OF **VENDOR'S** AGENTS, PARENT COMPANIES, EMPLOYEES, OR THIRD-PARTY SERVICE PROVIDERS, SHALL APPLY TO ANY CONTRACT AWARDED UNDER THIS SOLICITATION.

5.2 *DIR DBITS Contract Requirements and Compliance*

All terms and conditions of **VENDOR's** DIR Agreement are incorporated into this Final Statement of Work and the Contract, including but not limited to requirements related to insurance coverage, financial solvency, and any other contractual obligations established under the DIR Agreement. All expenditures under this Final Statement of Work must comply with **VENDOR's** DIR Agreement, the Solicitation, the Contract, applicable state and federal laws, rules and regulations, and any other applicable laws. Further, **VENDOR** acknowledges that all funds are subject to recapture and repayment for noncompliance.

5.2.1 *Documentation and Compliance Requirements*

- **Availability of Documentation**
VENDOR must have all applicable documentation readily available upon request by **CUSTOMER**. This includes, but is not limited to, insurance certificates, financial statements, and any other materials required under the DIR Agreement. Failure to promptly provide requested documentation may impact **VENDOR's** eligibility for award or payment or may lead to Contract termination.
- **Additional Insurance and Financial Solvency Requirements**
While the DIR Agreement establishes baseline requirements, **CUSTOMER** reserves the right to reasonably request additional proof of insurance coverage or financial solvency beyond what is required by DIR. This may include higher coverage limits, coverage as required under Attachment F, Required Insurance, or more recent financial statements if deemed necessary to protect **CUSTOMER's** interests and ensure project stability.
- **Responsibility for Compliance**
It is **VENDOR's** responsibility to ensure full compliance with all terms and conditions outlined in its DIR Agreement, as well as any additional requirements, provided in this Final Statement of Work, in connection with this Project. Any discrepancies or deficiencies in compliance may



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result in disqualification from the Solicitation process, or in termination of the contract if the Contract has already been awarded.

By entering the Contract with GLO for the Project described within this Final Statement of Work, **VENDOR** acknowledges and agrees to adhere to all applicable DIR Agreement terms, as well as any additional requirements provided in this Final Statement of Work or through the Contract with GLO.

5.3 Statements or Entries

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

- Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the **VENDOR** representative executing **Attachment B** and **Attachment C** to the Contract hereby declares that he/she has examined this Final Statement of Work and **VENDOR's** complete Solicitation Response and, to the best of his/her knowledge and belief, any statements, entries, or claims made by **VENDOR** are correct, accurate and complete.



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6. Key Assumptions

NO	TITLE
1	Existing environment is in a stable state with no critical issues that would impact migration.
2	No significant schema or data structure changes will be required during the migration.
3	CUSTOMER will be responsible for all change management execution activities.
4	Migration approach will follow Microsoft's recommended best practices to minimize downtime and disruption.
5	Any required changes outside the defined migration scope will be handled through a separate change request process.
6	Sensitive data, including Personally Identifiable Information (PII) and Sensitive Personal Information (SPI), will be migrated as part of the Services.
7	User migration to new tenant will be completed before the start of D365 migration.
8	OKTA configuration is complete in new tenant for D365 migration.
9	SharePoint master site will be ready by end of 1st week for that D365 environments reconfiguration
10	Throughput for mailbox migration is 40 GB/HR. This will be validated during the initial migration. If the throughput is not met, then VENDOR will evaluate impact to schedule and raise change request for changes.
11	Throughput for OneDrive migration is 25 GB/HR. This will be validated during the initial migration. If the throughput is not met, then VENDOR will evaluate impact to schedule and raise change request for changes.
12	OneDrive should be converted to Read only prior to final synchronization in Source Tenant. Failure to convert to read only will result in migration delay or failure for which a new CR needs to be raised to re-adjust the timeline and efforts.
13	Users will configure new Outlook/OneDrive profile in their CUSTOMER machines, post migration of the mailboxes to target tenant. If required any support in configuring the Outlook/OneDrive profile, then CUSTOMER L1 & L2 team will provide the required support.
14	Throughput for SPO & Teams migration is 30 GB/HR & 10 GB/HR respectively. This will be validated during the initial migration. If the throughput is not met, then VENDOR will evaluate impact to schedule and raise change request for changes.
15	Post hypercare, the CUSTOMER will take over the support
16	Power page is dependent on Dynamics 365; therefore, CRM must migrate first then Power page will be migrated.
17	Migration includes one portal for each of the five environments (Dev1, Dev2, TST, STG, and Prod) for the Power Page
18	Power Pages does not support direct tenant-to-tenant migration. To migrate a website between tenants, the process must follow the Microsoft Learn guidance provided in the Tenant-to-Tenant Migration section of Migrate Website Configuration of Power Platform: Power Pages .



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19	Power Page type in the target tenant must match the power page type in the source tenant. For instance, if the source is a self-service portal, then the target should also be a self-service portal
20	Minimum solution version of websites supported by schema files for configuration migration is 8.4.0.275. However, it is recommended to use the latest solution version for source and destination environment.
21	Source and destination organizations must have the same default language for the migration to work successfully.
22	Power Platform CLI Configuration migration tool will be leveraged to migrate Power pages configurations. Tool migration approach changes, then VENDOR will evaluate impact to schedule and raise change request for change.
23	Effort for portal migration is timeboxed to a total of 100hrs for post migration checks on configurations of portals (5).
24	Portal User authentication method in the target environment should match the source environment, which uses local authentication.
25	The tenant migration will be executed as a lift-and-shift, with no merging of environments or processes. Microsoft FastTrack will be utilized to perform the lift-and-shift of the Government Community Cloud (GCC) environments. CUSTOMER will be responsible for initiating engagement with Microsoft; thereafter, the migration will be conducted as a collaborative process with direct involvement from VENDOR and Microsoft.
26	5 Dataverse/Dynamics environments are in scope for online to online migration (4 Sandbox and 1 Production environment).
27	Legacy instances will not be available once migrated.
28	Existing source Dataverse backup won't be migrated to the destination tenant.
29	Deployment downtime for production will be decided after the technical assessment phase and provide capped dates for production deployment to mitigate the risk if its overdue related to dependencies.
30	A total of eight dry runs are planned across the development and test environments—two each for DEV1, DEV2, TST, and STG.
31	Access control provisioning should be managed by the CUSTOMER, and only the minimum required access should be granted based on user roles and responsibilities.
32	Power Automate custom connector cannot be auto migrated with tenant migration and will require redeploying and reconfiguring.
33	Only migration of existing Azure services as included in the Appendix D Migration Inventory is in scope. Any new Azure services OR Azure enhancements are not in scope.
34	The BLOB storage account migration is assumed to be performed using AZCopy or a comparable manual service/tool.
35	All source code will be made available in Azure DevOps repositories. VENDOR shall evaluate the feasibility of using CI/CD with automated deployment pipelines. If automated deployment pipelines are not available or feasible, VENDOR shall perform manual release deployments with reasonable support and assistance from CUSTOMER .



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7. CUSTOMER Dependencies

No	Title	Due By
1	Provide networking, infrastructure readiness and required access to environments including source and target Tenants to support migration activities. Global Administration and System Administrator will be required in the source and target tenant.	Start of Project
2	Provide required Microsoft 365 and Dynamics 365 licenses	Start of Project
3	Availability of Microsoft-supported migration tools and services.	Start of Project
4	CUSTOMER will provide the types of documentation available regarding the current state of environments, requirements, customizations, integrations, business processes, test cases, and the existing Azure DevOps architecture and platform setup, configuration, and known issues, along with the location of the repositories or systems where such documentation is maintained.	Start of Project
5	Azure DevOps (ADO) Platform setup and availability with Build Agent access	Week 1
6	Azure landing zone setup and configuration, infrastructure setup and configuration, Azure subscription provisioning, Azure DevOps platform setup and configuration, environment setup and configuration, and network and connectivity setup and configuration.	Week 2
7	Validate the user-mapping data from the Secondary Tenant Entra ID accounts to the Primary Tenant Entra ID accounts. This validation is required to support engagement with Microsoft FastTrack, and the validated information will be provided to Microsoft to facilitate the FastTrack migration activities.	Week 2
8	CUSTOMER will provide the available functional test cases.	Week 6 (Tenant Migration)
9	User Acceptance Testing (UAT) for D365 CE + Portal functional testing completed.	Week 17 (Tenant Migration)
10	Stakeholders will be available for validation, testing, and issue resolution during the migration process.	During UAT
11	Any third-party vendors involved in integration will be responsible for updating and testing their respective components.	Throughout the project
12	Coordination with third-party vendors for external system integrations.	Throughout the project
13	Microsoft's service availability and support for any technical issues encountered during migration.	Throughout the project



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8. RACI Matrix

PHASE	WORKSTREAMS / KEY ACTIVITIES	VENDOR	CUSTOMER
Pre-Migration	Access to Azure Platform, set up, subscription, DevOps licenses, source environments, S/W, H/W	C	A,R
Pre-Migration	Analyze and understand existing Azure services	A,R	C,I
Pre-Migration	Plan and Prepare & Detailed steps	A,R	C,I
		A,R	
Pre-Migration	Create App registrations	A,R	I
		A,R	
Pre-Migration	Update Azure Service Configuration	A,R	I
		A,R	
Pre-Migration	Set up the Build & Release Pipelines	A,R	I
		A,R	
Pre-Migration	Verify Pre-requisites	A,R	I
		A,R	
Migration	Deploy to Azure	A,R	I
Post Migration	Post-migration activities	A,R	C,I
		A,R	
Testing	Smoke Testing for Migrated Instances	A,R	C,I
Testing	End to End functional testing	C	A,R
Hypercare Support	Hypercare support limited to breaks fixes	A,R	C,I
Change Management Planning and Execution	Define plan for change management activities, including end-user communications, schedule and training.	C	A,R
UAT Planning and Execution	Identify users to perform UAT, define UAT test cases and execute UAT during specified time period.	C	A,R



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UAT Support	Provide UAT support by participating in defect triaging and fixing defects.	A,R	C,I
Project and Stakeholder Mgmt.		A,R	C,I

R-Responsible: The party or role who performs the task or work. They are responsible for ensuring the item is completed.

A-Accountable: The party or role who is ultimately answerable for the correct and thorough completion of the task. This role approves or signs off on work. Only one person should be accountable per task.

C-Consulted: The party whose input is sought. These are subject matter experts who provide feedback and guidance. Communication is two-way.

I-Informed: The party who need to be kept up-to-date on progress or decisions. Communication is one-way.

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Appendices

Appendix A Definitions, Acronyms, and Abbreviations

Appendix B IT Policy: Acceptable Use

Appendix C IT Policy: Vendor Access

Appendix D Migration Inventory

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Appendix A: Definitions, Acronyms, and Abbreviations

Agency	Refers to the Texas General Land Office, the state agency responsible for this Solicitation and the resulting contract.
API	Application Programming Interface.
Blended Rate	A single hourly rate that combines various levels of expertise, labor costs, and other expenses into a single rate.
Chief Clerk	The senior executive within the GLO, responsible for coordinating operations across the agency's departments. The Chief Clerk signs all agency contracts and is the only GLO employee who is authorized to act on the Commissioner's behalf.
Commissioner	Commissioner of the General Land Office or Texas Land Commissioner, the titles are used interchangeably. Is a statewide elected official, serves a four-year term, and is designated as an officer of the Executive Department of the State of Texas.
Community Development and Revitalization (CDR)	The Community Development and Revitalization Department within the Texas General Land Office.
CDT	Central Daylight Time.
Contract	In this document, "Contract" refers to a binding agreement, including optional extensions or renewals to such an agreement, between a Vendor and Customer pursuant to a cooperative contract issued by DIR under the authority of Texas Government Code Section 2157.068. All Contracts shall be subject to the terms and requirements of the underlying DIR cooperative contract.
CST	Central Standard Time.
CUSTOMER	Refers to the Texas General Land Office (GLO), the entity issuing this Solicitation and responsible for overseeing the performance of the resulting contract.
CUSTOMER Representative	The individual appointed by the CUSTOMER to act with full authority on behalf of the CUSTOMER for matters related to this Contract. The CUSTOMER Representative may designate other personnel to perform specific duties as necessary, provided such delegation is within the scope of their authority.
Deliverable	Any tangible or intangible output produced as part of the VENDOR's services under this contract, such as reports, documentation, software configurations, or other project artifacts that meet specified requirements and are subject to CUSTOMER acceptance.

Deliverable Acceptance	The process by which the CUSTOMER formally accepts each deliverable submitted by the VENDOR , indicating that it meets the specified requirements and quality standards.
DIR	Texas Department of Information Resources, the state agency overseeing technology contracts and procurement for public sector organizations in Texas.
Federal Risk and Authorization Management Program (FedRAMP)	A government-wide initiative that standardizes the security assessment, authorization, and continuous monitoring of cloud products and services used by federal agencies. FedRAMP promotes the adoption of secure cloud technologies by ensuring that cloud providers meet rigorous security standards.
Firm Fixed Price	A pricing structure in which the VENDOR 's compensation for project deliverables is fixed and not subject to variation based on actual costs incurred. Risk of price overage is borne by the Vendor.
GLO	Texas General Land Office.
IT	Information Technology.
ITS	Information Technology Services Department, the internal IT service provider for the GLO.
M365	Microsoft 365, A cloud-based productivity and collaboration platform by Microsoft, formerly known as Office 365.
OIS	Office of Information Security, the information security department of the GLO.
Primary Tenant	The Microsoft 365 tenant used by the Texas General Land Office to support the majority of its users and services, operating under the primary domain glo.texas.gov.
Production Environment	The live environment where all finalized applications, configurations, and features are deployed and made accessible to end users. The Production Environment contains real data and supports day-to-day business operations.
Project Change Request (PCR)	A formal written document that identifies and provides the specific details for additional Project Work.
Project Period	The period of time from the day of the initial post-award meeting or Project kick-off meeting through the end of Post Go-Live Support.
SaaS	Software as a Service.
Secondary Tenant	The Microsoft 365 tenant dedicated to the Community Development and Revitalization Department within the Texas General Land Office, currently operating under the domain recovery.texas.gov.
SharePoint	Microsoft SharePoint.

Solicitation	The official request for pricing issued by the CUSTOMER , based on the SOW, that states the requirements for a possible Contract award.
State	The State of Texas.
Statement of Work (SOW)	A document that states the requirements for the Project, including deliverables, performance specifications, and other requirements, specific to the Vendor under the Contract that are not specified in a contract awarded by DIR under Section 2157.0685 of the Texas Government Code for contracts valued at more than \$50,000.
Subject Matter Expert (SME)	An individual with specialized knowledge or expertise in a particular field or topic, often consulted to provide guidance, insights, and solutions related to their area of specialization.
System for Award Management (SAM.gov)	The U.S. government’s online registration system for federal contractors, where the VENDOR must have an active registration and Unique Entity Identifier (UEID).
TBD	To be determined.
Test Environment	A controlled environment used to test configuration items, builds, IT services, processes, etc..
TIGR	Texas Integrated Grant Reporting (based in Dynamics 365), provides a method for streamlining grant reporting.
TX-RAMP	The Texas Risk and Authorization Management Program, established by the Texas Department of Information Resources to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services used by Texas state agencies.
User	A person who uses the GLO IT service on a day-to-day basis.
VENDOR	The vendor selected to perform the services as specified in this Final Statement of Work. In this Final Statement of Work, VENDOR is Accenture.

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Appendix B: IT Policy: Acceptable Use

Policy Name	Acceptable Use of Information Technology Resources
Policy Owner	Information Security Officer
Policy Scope	<p>This policy, along with all other agency security and usage policies, applies to:</p> <ul style="list-style-type: none"> • All CUSTOMER employees, contractors, and third-party users. • All CUSTOMER computers, servers, tablets, phones, and other physical devices. • All software and any other information assets that store, process, or transmit digital data (whether standalone or attached to the CUSTOMER local and wide area networks); and • All services that support or otherwise interact with the physical, software, and information assets.
Policy Description	The purpose of the Acceptable Use Policy is to inform users of the acceptable uses of information technology resources owned or managed by the CUSTOMER.
Policy Detail	<p>All uses of information technology resources must comply with CUSTOMER policies, standards, procedures, and guidelines, communicated in advance, as well as any applicable federal or state laws.</p> <p>Appropriate Use</p> <ul style="list-style-type: none"> • CUSTOMER’s information technology resources are to be used for business purposes in serving the interests of the CUSTOMER. • The CUSTOMER’s computing services and facilities may not be used for political purposes. • The CUSTOMER’s computing services and facilities may not be used for personal economic gain. • Users are prohibited from using personal email accounts for state business. • Users must not engage in unlawful or malicious activities. • Users must not deliberately propagate any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the CUSTOMER’s networks or systems or those of any other individual or entity. <p>Personal Responsibility</p> <ul style="list-style-type: none"> • You are individually responsible for appropriate use of all resources assigned to you, including the computer, computer’s identity, software and hardware. • You must comply with the policies and guidelines communicated in advance for any specific set of resources to which you have been granted access. When multiple policies affect a particular resource, the more restrictive policy takes precedence. • Be professional and respectful when using computing systems to communicate with others. <p>Accessing Systems and Data</p> <ul style="list-style-type: none"> • You may use only the computers, computer accounts, and computer files for which you have authorization.

- You may not use another individual's account or attempt to capture or guess other user's passwords.
- You must not attempt to access restricted portions of the network, an operating system, security software, or other administrative applications without appropriate authorization by the system owner or administrator. You may not make unauthorized copies of CUSTOMER files or other data.
- You may not post or copy agency data to commercial or private internet services without written permission from the Chief Information Officer. Examples of external IT services include (but are not limited to): Dropbox, Box.com, Amazon Web Services, Google Drive, and other similar services.
- You may not use third-party services to remotely access non- CUSTOMER computers without written permission from the Chief Information Officer.

Protecting Information Resources

- You must make a reasonable effort to protect your passwords and to secure resources against unauthorized use or access.
- You must use hardware and software in a way that reasonably prevents unauthorized users from accessing the CUSTOMER's network and computing resources.
- Users are prohibited from sending confidential information over email or other media without express permission and adequate security protection such as encryption.
- Confidential information must be protected in accordance with applicable statutes, rules, policies, standards, and procedures.

Other Requirements

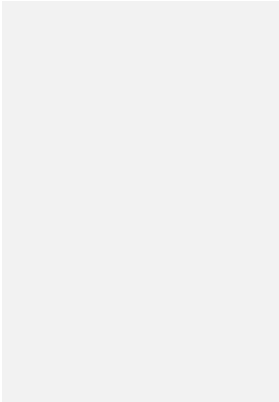
- The CUSTOMER is bound by its contractual and license agreements respecting certain third-party resources; all third-party agreements must be reviewed and approved by the Chief Information Officer or designee prior to execution.

*** End of Policy ***

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Appendix C: IT Policy: Vendor Access

Policy Name	VENDOR Access to Information Resources
Policy Owner	Chief Information Officer
Policy Scope	All CUSTOMER employees, contractors, and third-party users.
Policy Description	This policy establishes the guidelines that govern how the CUSTOMER will allow VENDORS to access information resources. It applies to VENDOR employees, subcontractors, and any other partners.
Policy Detail	<p>User Access</p> <ul style="list-style-type: none"> CUSTOMER may require VENDOR to conduct background checks to VENDOR representatives, and may undergo training or orientation conducted by the Human Resources division of the Texas General Land Office. If necessary, VENDOR representatives may be granted remote access to CUSTOMER information resources. The method of remote access will be determined by the access requirements. VENDOR representatives connecting to CUSTOMER information resources must do so from a secured location and may not connect over a publicly available connection, such as public wi-fi. Remote access to CUSTOMER information resources may only be conducted using a computer that has up to date anti-virus software, operating system, and third-party applications. The VENDOR bears responsibility for any intrusion, breach, or attack on CUSTOMER information resources that is caused by the VENDOR’s representatives. This includes but is not limited to the costs of notification, remediation, fines, and similar costs. User accounts and passwords must not be shared under any circumstances. VENDORS that share account credentials are subject to potential penalties up to and including termination of the contract. User account passwords will adhere to password complexity and reset requirements as determined by the CUSTOMER. VENDORS are required to notify the CUSTOMER immediately of any changes to staff that impact CUSTOMER projects or access to CUSTOMER systems. <p>Administrative Level Access</p> <ul style="list-style-type: none"> As a standard practice, the VENDOR is not provided administrator level access to CUSTOMER environments. As required by the project, administrative level access for the VENDOR may be provided to a CUSTOMER environment. Written authorization from the Chief Information Officer or Senior Director of IT Operations is required to grant this access. <p>CUSTOMER Approved Implementation Strategies</p> <ul style="list-style-type: none"> To implement a change to a CUSTOMER environment, the VENDOR must follow the CUSTOMER CAB process, specifically obtaining approval in advance of the change. Emergency changes can be implemented with a 24-hour notice. An emergency occurs when an application’s security, performance, or



availability is directly impacted by the current conditions and can only be rectified by a configuration change.

- Service accounts must be used to implement services. Named user accounts will not be used to run services in any environment under any situation.

Service account passwords used to run services will not be exposed to external VENDORS. If the VENDOR does need access to a service account, CUSTOMER Systems Administrators will manage the use of the account.

*** End of Policy ***

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Appendix D: Migration Inventory

WORKLOAD	MIGRATION VOLUMETRICS
Microsoft Forms	30
SharePoint Online	Sites - 133, Content size - 12.2 TB
Group Sites (MS Teams)	Teams - 34, Content size - 215 GB
Planner Instances	2
Project Online Instances	1
Exchange Mailbox (including Shared)	993
Archived mailbox data Size	4.39 TB
EXO Storage	3TB
One Drive - Users	833
One Drive - Storage	6 TB
EXO - Public Folder	1
Dataverse Instances	5 (4 Sandbox + 1 Production)
Custom Plugins	9
Web Hook	2
Custom Actions	12
Web Resource	10
Console Apps	1
Custom Model Driven App	8
Power Page Portal Instances	5
Power BI Users	40
Power BI Reports / Dashboards	2
Power Automate	78
Classic CRM Workflows	408
Azure Logic Apps	49

Azure Resource Groups	8
Azure App Service Plans	11
Azure Function App	6
Azure API Connections	51
Azure Smart Detector Rule	1
API App	1
Application Insights	6
Integration Account	1
Search Services	2
Shared Dashboard	1

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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 	TITLE Senior Managing Director
APPLICANT ORGANIZATION Accenture LLP	DATE SUBMITTED 9/29/2025

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

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Accenture LLP


25-036-000-E823

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jonathan Andrews

Senior Managing Director

SIGNATURE

DocuSigned by:

2F38E1F474144F1...

DATE

9/29/2025

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

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

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
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. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction 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.

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

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

GENERAL AFFIRMATIONS

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

1. Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Vendor.*
2. Vendor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Vendor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Vendor] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Vendor certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Vendor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Vendor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain

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

records and make them available to the GLO as evidence of Vendor's compliance with the required controls.

9. Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Vendor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Vendor to the State of Texas.
11. Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Vendor's submission of its offer to provide consulting services to the GLO or, in the alternative Vendor, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY VENDOR.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Vendor shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY VENDOR.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Vendor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Vendor may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Vendor as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Vendor must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Vendor seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Vendor in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Vendor does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Vendor, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Vendor: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Vendor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.*
21. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Vendor further represents and warrants that if a former employee of the GLO was employed by Vendor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Vendor that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, VENDOR, TO THE

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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 IN THIRD PARTY CLAIMS FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, VENDOR, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO VENDOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO VENDOR, OR ANY OTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

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

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

27. Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Vendor and legally empowered to contractually bind Vendor to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Vendor shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the

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Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Vendor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.
36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to

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enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.

37. If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Vendor certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Vendor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*
42. If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*
43. If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

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44. To the extent Section 552.371 of the Texas Government Code applies to Vendor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Vendor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Vendor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Vendor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Vendor agrees that the Contract may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Vendor, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Vendor compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Vendor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Vendor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Vendor shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Vendor shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

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

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

GENERALLY

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

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

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

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

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

GLO Implementation Manual; and

State Action Plan(s).

CIVIL RIGHTS

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

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

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

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified therein);

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

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

LABOR STANDARDS

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

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

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

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

EMPLOYMENT OPPORTUNITIES

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

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

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

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

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

LEAD-BASED PAINT

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

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470, 470h-2);

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

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

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

ENVIRONMENTAL LAW AND AUTHORITIES

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

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

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

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

SOLE SOURCE AQUIFERS

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

Sole Source Aquifers (40 C.F.R. Part 149).

ENDANGERED SPECIES

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

WILD AND SCENIC RIVERS

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

AIR QUALITY

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

Environmental Protection Agency regulations pertaining to implementation plans (40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

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

Farmland Protection Policy (7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

SUSPENSION AND DEBARMENT

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

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

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

ACQUISITION / RELOCATION

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

FAITH-BASED ACTIVITIES

Federal Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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GLO Information Security Appendix

1. Definitions

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

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

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

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

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

2. Security and Privacy Compliance

- 2.1. Vendor shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Vendor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Vendor shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1 or ISO 27001. All such safeguards shall comply with applicable data protection and privacy laws. Vendor shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.
- 2.4. Vendor will legally bind any contractor(s) and subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Vendor shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Vendor’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Vendor will not share GLO Data with any third parties, except as necessary for Vendor's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Vendor will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Vendor shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Vendor or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States except as authorized in writing and utilizing methods approved by the GLO's Information Security Officer or his/her authorized designee.
- 2.8 Vendor shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development ("HUD"), will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Vendor shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Vendor shall use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

- 3.1. In no event shall Vendor obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Vendor ceases to be necessary for Vendor's performance under the Contract, Vendor shall within thirty (30) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Vendor's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Vendor, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Vendor shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Vendor shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Vendor shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs as further described in Vendor's client data safeguards accessible here: <https://www.accenture.com/client-data-safeguards> ("Data Safeguards") and the applicable work order or statement of work or project plan.

5. Breach of Security

- 5.1. Vendor shall provide the GLO with the name and contact information for an employee of Vendor which shall serve as the GLO's primary security contact.
- 5.2. Upon Vendor's discovery of a Breach of Security or suspected Breach of Security, Vendor shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Vendor shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.
- 5.3. Vendor shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Vendor shall take all reasonable steps to immediately remedy a Breach of Security in Vendor's owned and managed systems and prevent any further Breach of Security.
- 5.5. Vendor shall take all reasonable steps to immediately address a Breach of Security in the GLO's systems that are within the scope of Work performed by Vendor, if such Breach of Security was caused by Work performed by Vendor.
- 5.6. Vendor shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Vendor will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.7. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Vendor shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Vendor shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

- 5.8. With respect to vulnerabilities in GLO Data, Environments, Applications or Infrastructure existing prior to the Commencement Date (“Backlog Vulnerabilities”), Vendor will only be responsible for fixing such Backlog Vulnerabilities (i) to the extent vulnerability remediation services are in scope under an SOW between the Parties, and (ii) as further agreed in a specific plan of action between the Parties with respect to the Backlog Vulnerabilities (“POA”). The POA will be documented in writing and regularly updated by the Parties in accordance with the Governance process. When Vendor is remediating Backlog Vulnerabilities on GLO’s behalf, absent a breach of Vendor’s obligations, GLO will remain responsible for any resulting security breach or incident until the remediation is complete.

6. Data Use and Security Agreement Requirements

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Vendor requires access to GLO Data protected under such an agreement, then Vendor shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Vendor. As applicable, Vendor shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.
- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

7. Right to Audit

- 7.1. Upon the GLO’s request and to confirm Vendor’s compliance with this Attachment, Vendor grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Vendor’s, or Vendor’s contractor/subcontractor’s, physical and/or technical environment in relation to GLO Data in accordance with applicable legal audit standards, to minimize disruption of the Work and protect the confidential information of Vendor and its other clients. Vendor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Vendor may supply, upon GLO approval, the following reports: ISO 27001 Certification, or similar attestations or third-party certifications. Vendor shall ensure that this clause concerning the GLO’s authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Vendor awards.
- 7.2. At the GLO’s request, Vendor shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Vendor’s business

practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

REQUIRED INSURANCE

GENERALLY. Vendor shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Vendor and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Vendor that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Vendor. Vendor's Commercial General Liability and Commercial Automobile Liability insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Vendor or otherwise fails to comply with the requirements of this Contract, Vendor shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. Vendor's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Vendor shall not relieve Vendor of Vendor's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Vendor shall exercise good faith efforts to provide the GLO with renewal or replacement certificates (30) days before the expiration or replacement of the required insurance. At a minimum, Vendor shall provide the GLO with renewal or replacement certificates no more than thirty (10) days after the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional/Cyber Liability policies. **An original blanket additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional/Cyber Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation. The Vendor shall provide 30 days' prior written notice to the GLO if the policies are canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Vendor's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Vendor should be accompanied by a detailed explanation regarding Vendor's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

1 Workers Compensation & Employers Liability:

Vendor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease - Each Employee \$1,000,000

Disease - Policy Limit \$1,000,000

Chapter 406 of the Texas Labor Code addresses Texas requirements relating to Workers Compensation.

2 Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000

Aggregate limit: \$3,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$3,000,000

Damage to Premises Rented to You: \$50,000

3 Commercial Automobile Liability: Coverage of \$1,000,000 Combined Single Limit

4 Errors and Omissions & Cyber Liability: Coverage of \$3,000,000 per claim and in the aggregate.

5 Any other industry standard coverage, including, but not limited to, cyber security.

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@glo.texas.gov;
- (b) **prominently display "GLO Contract No. 25-036-000-E823"**; and
- (c) name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE
PAGE**



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Required form of Insurance	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

Date: February 4, 2026
To: Accenture LLP
From: Texas General Land Office
Subject: GLO Contract No. 25-036-000-E823
Compliance with new Veteran Heroes United in Business Program requirements

The Texas General Land Office (“GLO”) issues this Technical Guidance Letter (“TGL”) revising all agency vendor contracts made subject to the procurement and contracting requirements described in Chapter 2161 of the Texas Government Code. A TGL provides instruction, clarification, or interpretation of certain requirements to which a contracting party is subject. This TGL is hereby incorporated into your contract or agreement and supersedes previous contractual or regulatory guidance on the issue(s) discussed herein.

This TGL is issued in response to, and in compliance with, recently published rules and guidance from the Offices of the Texas Governor¹, the Texas Comptroller of Public Accounts², and the Texas Attorney General³ concerning the elimination of race-, ethnicity-, and gender-based preferences in state government contracting and procurement. On December 2, 2025, to align with state and federal direction, the Texas Comptroller announced through the publication of emergency administrative rules the reorganization of its program promoting the use of historically underutilized businesses (“HUBs”) into the Veteran Heroes United in Business Program. The Texas Comptroller’s emergency rules eliminate each former HUB classification that could be applied in an unconstitutional manner and focus solely on the certification of businesses owned and operated by service-disabled veterans residing in Texas (“VetHUBs”).

All GLO vendors under contracts valued at \$100,000 or more and currently subject to Historically Underutilized Business Subcontracting Plans are instructed to review and familiarize themselves with the rules and guidance referenced herein and on the Texas Comptroller’s VetHUB Program website at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

As applicable, the following definitions in your contract are revised as follows:

- “HUB” is revised to “VetHUB” and means “a historically underutilized business, as described in 34 TAC §§20.281 through 20.298 and as certified under the Veteran Heroes United in Business Program administered by the Texas Comptroller of Public Accounts.”

¹ Tex. Gov. Exec. Order No. GA-55, 50 Tex. Reg. 810 (Feb. 14, 2025).

² <https://comptroller.texas.gov/purchasing/docs/final-emergency-rule.pdf>

³ Tex. Atty. Gen. Op. No. KP-0505 (2026); https://www.texasattorneygeneral.gov/sites/default/files/opinion-files/opinion/2026/kp-0505_0.pdf (opining that race-, ethnicity-, and gender-based preferences in state government contracting and procurement are unconstitutional).

Accenture LLP
GLO Contract No. 25-036-000-E823
Technical Guidance Letter re: VetHUB Program requirements
February 4, 2026
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- “HUB Subcontracting Plan” or “HSP” is revised to “VetHUB Subcontracting Plan” or “VetHSP” and means “the subcontracting plan submitted with [vendor]’s Solicitation Response in accordance with 34 Texas Administrative Code §20.285 and the Texas Comptroller of Public Accounts’ Veteran Heroes United in Business Program (“VetHUB Program”), in which [vendor] demonstrated a good faith effort to subcontract with VetHUBs for the services to be performed under this Contract.”

Reporting and invoicing procedures under your contract will remain unchanged except as described herein. Prime Contractor Progress Assessment Reports remain due to the GLO monthly to verify the identity of, and the amount paid, to all subcontractors; however, you must verify the certification of subcontractors as VetHUBs before designating the businesses as historically underutilized businesses on these reports. Vendors should consult the Texas Comptroller’s VetHUB directory to identify certified VetHUBs. The new email address for submitting the Prime Contractor Progress Assessment Reports is businessassistance@glo.texas.gov.

Please refer any questions or concerns regarding this TGL to:

Vonda K. White, Senior Director of Procurement & Business Assistance
(512) 571-9651
Vonda.White@glo.texas.gov

Sincerely,



Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Texas General Land Office