

STATEMENT OF WORK (SOW)

GLO IT Services Agile Coaching

TECHNOLOGY CATEGORY 3

General Land Office

This SOW is executed under the Governing Agreement between the
Texas Department of Information Resources and Slalom, Inc. (successor-in-interest to Slalom, LLC)
Deliverables-Based Information Technology Services (DBITS)
DIR Contract No. DIR-CPO-4964



STATEMENT OF WORK (“SOW”)

Governing Agreement	Texas DIR Deliverables-Based Information Technology Services (DBITS) - DIR Contract No. DIR-CPO-4964	Governing Agreement Effective Date	21-January 2022
Statement of Work Number:	4	SOW Effective Date	Upon the date of the last signature
Project Name	GLO IT Services Agile Coaching		
Customer	Texas General Land Office		

This SOW dated as of the SOW Effective Date set forth above, is entered into pursuant to the Governing Agreement set forth above (“**Agreement**”) between Texas Department of Information Resources (“**Texas DIR**”) and Slalom, Inc. (successor-in-interest to Slalom, LLC, dba Slalom Consulting) (“**Slalom**” or “**Provider**”). The Customer identified in the table above (“**Customer**”) desires to enter into this SOW and certifies it is authorized to purchase Services under the Agreement. Slalom and Customer are referred to individually as a “**Party**”, collectively as “**the Parties**”.

This SOW shall survive expiration or termination of the Agreement for the term of Customer’s Purchase Order unless Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the termination or expiration of the Agreement for more than three (3) years.

1. DESCRIPTION OF WORK

1.1. Project Overview / Objectives

The Texas General Land Office (GLO), and specifically its Information Technology Services (ITS) group, used Slalom as a strategic partner to design new ways of working that will optimize their work efforts and throughput with Azure DevOps (ADO). Now, GLO ITS has recognized the need for engineering teams to be highly effective and coordinated, working with consistent agile practices. To ensure proper rollout and adoption of these practices, Slalom has been asked to provide agile expertise and coaching (the “**Services**”).

1.2. Scope and Deliverables

Slalom will provide the following in-scope Services to support the delivery effort that will focus on establishing and growing agile best practices to drive business results and growing the internal capability of GLO ITS Agile Champions.

Project Deliverables				
#	Deliverable Name	Description	Slalom Responsibility	Customer Responsibility
1	Agile Coaching and GLO ITS Recommendations	In partnership with GLO ITS, Slalom’s experienced process and Agile delivery expert will work to to define the desired agile outcomes. The Agile coach will embed with teams to provide hands-on daily coaching of ceremonies, practices, tools, and techniques. The Agile coach will transition to a “Coach the Coach” model.	<ul style="list-style-type: none"> - Targeted training on agile practices - Daily coaching on agile ceremonies / practices to drive consistency in agile metrics - Coaching training and support for GLO ITS Agile Champions - Final read-out with prioritized recommendations - ADO Configurations (minor) 	<ul style="list-style-type: none"> - Determine priority areas for agile coaching focus with support from Slalom - Identify and prioritize teams for agile coaching - Identify GLO ITS Agile Champions and assign to teams for Agile Coaching responsibilities alongside Slalom Agile Coach - GLO ITS Agile Champions to transition to Agile Coaching lead with support of Slalom

1.3. Dependencies

The in-scope Services, anticipated project duration, expected outcomes and fee estimate(s) are based on the following dependencies. Slalom will not be responsible for delays, additional costs, or other liabilities caused by a failure of the Customer Responsibilities or Customer Specific Dependencies.

Dependencies:

Slalom will:

- Project Management
 - All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, a Change Order will be proposed, and a revised estimate provided.
- Compliance Related Dependencies
 - Services provided by Slalom relating to security, risk, governance, or other compliance-related matters do not constitute legal or regulatory compliance advice.

Customer Specific Dependencies

Customer will:

- Project Personnel and Management
 - Designate and provide access throughout the project to the GLO individuals serving in project support roles, including the project sponsor and stakeholders, each having suitable skills, experience, knowledge, capacity, and subject matter expertise for their role.
 - Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for Slalom's performance and maintenance of project cadence.
 - Provide suitable workspace, furniture, and Information Technology ("IT") infrastructure (including workstations, systems access, software licenses, including but not limited to Microsoft Outlook, Microsoft Teams, Microsoft Azure DevOps, and Microsoft SharePoint application environments, and data), necessary to perform the Services described within this SOW.
 - Provide complete, accurate and current information and update it promptly and continuously as necessary during the engagement.
 - Assume responsibility for any delays, caused by or associated with any deficiencies in (i) discharging the Customer Responsibilities and Customer Specific Dependencies.
 - Assume responsibility for any network-related issues and supporting performance tuning for remote office locations.
 - Parties agree that no term, condition, statement or affirmation in this entire SOW, including but not limited to the term, shall be interpreted as an admission or assumption of liability by GLO as to Slalom or any other third-party. Nothing in this SOW or Purchase Order, purporting to limit Slalom's liability beyond what was already agreed between Slalom and DIR under DIR-CPO-4964, shall apply.
- Governance, Security and Compliance
 - Assess its legal, privacy, security, and regulatory requirements and whether use of the Services meets those requirements.
 - Own and manage the security of production workloads.
 - Agrees that it will provide Slalom with the guidance, specifications, and/or information necessary for Slalom to provide Services that are compliant with any applicable laws or regulations. Customer agrees that Slalom is not ultimately responsible for ensuring that activities described in this SOW, including such additional activities as may be approved after its execution, comply with any agreement to which Customer is a party or is otherwise bound, with any of its or its target's organization documents, and with all laws, regulations and rules of any governmental authority, including but not limited to any commission, applicable to business combinations. GLO's provision

of any guidance, specifications, and/or information as described above shall not be interpreted as creating an attorney-client relationship or as legal advice from GLO to Slalom or any third party.

- Data
 - Assume responsibility for the quality of data sourced from business applications. Any cleansing or changes needed in source system data are to be performed with Customer resources.
 - Provide subject matter expertise regarding source systems and data models.
 - Ensure that regulated and sensitive data will always remain on Customer infrastructure and will not be processed on any Slalom-owned network or system.
 - Ensure proper authorizations required for Slalom to access and process data, Customer materials, and other items are issued.
- Technology and Custom Development
 - Ensure that Customer stakeholders are aware and aligned to the objectives of the engagement and available to meet the timeline of the engagement. For both Customer operators and end users, as needed, the Customer will be responsible for documentation of current and future state processes, definition of personas and use cases, communications, training, testing, and deployment support.
- Testing
 - Provide necessary environments for development, testing and production.
 - Assume responsibility from providing onboarding and offboard functionality/support to the tools as appropriate through the lifecycle of the SOW.
- License and Third-Party Vendors
 - Ensure use and procurement of appropriate licenses.
 - Obtain any consents, approvals, and authorizations necessary to allow Slalom, if and as required in its performance of the Services, to use products and services provided under Customer's third-party contracts and licenses.
 - Acknowledge in connection with Customer supported applications and applications purchased from third-party vendors, the following assumptions shall apply:
 - The customer is responsible for the evaluation and purchase or license and fees of any software, hardware, subscriptions, public cloud services, or other products required to support the identified scope of this SOW.
 - Customer or its third-party vendor is responsible for the capabilities, the performance, or the simplicity of use of their respective applications.
 - Customer or its third-party resources are responsible for the development of their respective applications outside of the scope outlined in this SOW.
 - Customer is responsible for ensuring that all software required to support the scope herein is compatible with Customer's internal infrastructure and business objectives.

3. PERIOD OF PERFORMANCE

Services under this SOW will begin at an agreed upon scheduled Kick Off. The SOW will terminate four (4) months after SOW Effective Date. Customer may extend this SOW for an additional six (6) month period, subject to terms and conditions and incremental fee mutually agreeable to the Parties, which will be documented in a Change Order to this SOW.

Changes to the scope of the Services shall be mutually agreed to in writing between Customer and Slalom. Changes to the project Scope, Assumptions, etc. may have cost, resource, or timeline implications. All changes will be documented in a mutually executed Change Order pursuant to Section 6 below.

4. SLALOM PROJECT PERSONNEL

Slalom Team	
Role	Allocation
Agile and IT Process Consultant	Full-time
Microsoft Azure DevOps Subject Matter Expert	Part-time
Project Executive	Part-time

Slalom will not employ subcontractors for the execution of the Services or creation of deliverables specified in this SOW.

5. FEES

5.1. Fees

Fees for the Services described in this SOW shall be determined as follows:

Project Type	Fixed Fee
Fees for Services	\$49,490
Total Cost	\$49,490

5.2. Fee Schedule

Deliverable/ Milestone Schedule

Slalom shall perform the Services set forth in this SOW in accordance with the following Schedule that indicates, for each Milestone, the associated Deliverables, Completion Date and Fee Amount.

Deliverable No.	Deliverable Name	Estimated Completion Date	Deliverable Fee
1	Agile Coaching and GLO ITS Recommendations	5 weeks after Kick off Meeting	\$49,490

5.3. Deliverable Acceptance

Customer will notify Slalom in writing within five (5) business days of receiving a Deliverable whether it accepts or rejects that Deliverable. If no notification is delivered to Slalom within this period, the Deliverable will be considered accepted.

Notwithstanding the foregoing, Customer may provide written notice to Slalom of errors, inaccuracies, or other deficiencies in products or Services provided by Slalom under this SOW within thirty (30) calendar days of receipt of an invoice for such products or Services. Slalom shall correct such errors, inaccuracy, or other deficiencies at no additional cost to Customer.

5.4. Invoice Delivery

5.4.1 INVOICE SUBMISSION

Contractor must submit invoices electronically to GLO, Accounts Payable email address VendorInvoices@glo.texas.gov.

5.4.2 INVOICES MUST INCLUDE:

- 1) Name of Contractor exactly as shown on the SOW, Texas Payee Identification Number (PIN), and correct "Remit to" address;
- 2) Receiving entity name;
- 3) SOW/Purchase Order number;
- 4) Description, quantity, unit of measure, unit price, extended price of each item;
- 5) Total price;
- 6) Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice;
- 7) Supporting documentation, if required.

5.4.3 PAYMENT:

- 1) Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payment normally will be made to Slalom within thirty (30) days after receipt of a properly prepared invoice or the receipt of and the acceptance of Services ordered, whichever is later. State agencies are required by Chapter 2251 to pay properly submitted invoices within thirty (30) days or Slalom may charge a late payment fee established by law. Payment pursuant to this SOW is contingent upon the continued availability of lawful appropriations by the Texas Legislature.
- 2) Under no circumstances shall GLO be obligated to make any payment (whether a progress payment or final payment) to Slalom, if any of the following conditions exists:
 - a. Slalom is in breach of the SOW;
 - b. Any portion of a payment is for Services that were not performed in accordance with this SOW provided, however, payment shall be made for those Services which were performed in accordance with this SOW;
 - c. Slalom has failed to make payments promptly to its consultants or other third parties used in connection with Services for which GLO has made payment to Slalom;
 - d. If GLO, in good faith, determines that the balance of the unpaid fees is not sufficient to complete the Services in accordance with this SOW; or if Slalom has failed to achieve the level of performance necessary to maintain the schedule. No deductions shall be made from the Slalom's compensation on account of liquidated damages or other sums withheld from payments to other Contractors or on account of the cost of changes to the SOW other than those for which Slalom may be liable.
- 3) Payments for Services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts.
- 4) Any additional expenses incurred by Slalom are the responsibility of Slalom and will not be paid by GLO. GLO will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the Services required by the SOW.

5.5. PURCHASE ORDER REQUIREMENT

A Purchase Order is required for the project. All Customer Purchase Orders will be placed directly with Slalom and should detail the Services, project deliverables and related prices and quantities. The Purchase Order should reference the contract number for the Agreement and this SOW, as well as any other pertinent information for verification of receipt of the Services by the Customer.

6. CHANGE ORDER

Changes to the project Scope or missed Dependencies may affect cost, resources, or timeline. Other circumstances may arise beyond the Parties' control that may cause either Party to be unable to accomplish the project objectives, which would require a modification to this SOW. Any such modification shall be memorialized in a mutually executed Change Order that details material changes to staff requirements, Deliverables, Fees and milestones, as applicable. If the Parties do not agree to such proposed Change Order, then either Party may suspend the Services to allow time for the Parties to agree on an alternative Change Order. Should Services be suspended for a consecutive period of five (5) business days, either Party may thereafter terminate this SOW immediately upon notice to the other Party.

7. SOW TERMINATION

In the event the Purchase Order expires or is terminated, Customer shall pay all amounts due for products or Services ordered prior to the effective expiration or termination date and ultimately accepted.

8. COORDINATORS

Slalom and Customer shall designate individuals to whom all SOW communications shall be addressed and who have the authority to act on all aspects of the project described in this SOW.

Slalom Project Coordinator

Name: Stacie Butler

Telephone: (512) 751-0714

Email: Stacie.Butler@slalom.com

Customer Project Coordinator

Name: Sean Peterson

Telephone: (512) 475-2916

Email: sean.peterson@glo.texas.gov

9. ADDITIONAL CUSTOMER TERMS AND CONDITIONS

Slalom certifies it has reviewed Attachment A to this SOW and that Slalom is in compliance with all the requirements contained therein. As between this SOW and its Attachment A, Attachment A will govern in the case of conflict between terms. Upon Customer request, Slalom agrees to provide proof of the insurance coverage required under the Agreement, DIR Contract No. DIR-CPO-4964.

10. NOTIFICATION

All notices under this SOW shall be sent to a Party at the respective address indicated below, via regular mail and email.

If sent to Customer:

Contract Management Division
State of Texas General Land Office
1700 Congress Ave.
Austin, TX 78701

Email: armando.montante@glo.texas.gov

With a copy of all legal notices to:

The Customer Project Coordinator

If sent to Slalom:

Stacie Butler
Senior Director
Slalom, Inc.
816 Congress Ave., Suite 1950
Austin, TX 78701
Phone: (512) 751-0714
Email: Stacie.Butler@slalom.com

With a copy of all legal notices to:

Business & Legal Affairs
Slalom, Inc.
255 S. King Street, Suite 1800 Seattle, Washington 98104
Email: legal@slalom.com

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be duly executed.

Slalom, Inc.

Texas General Land Office

DocuSigned by:
By: Sam Andrews
216F9775E0674CD...

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

Print Name: Sam Andrews

Print Name: Jennifer G Jones

Title: General Manager

Title: Chief Clerk and Deputy Land Commissioner

Date: 11/25/2024

Date: 11/25/2024

OGC SC

PM AS

CIO SP

DGC MB

GC JG

DCC AP

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

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

The Texas General Land Office (the “GLO”) and Slalom, Inc. (“Provider”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Provider (assigned GLO Contract No. 25-040-000-E843) (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Provider

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

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Provider invoices shall: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 25-040-000-E843."** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Provider by email, facsimile, or certified mail return receipt requested. Notice is effective upon Provider's receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Provider shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Provider under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Provider hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
33. **Prohibited Business Engagements.** Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
34. **Cybersecurity Training.** If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Provider certifies that it does not require its

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customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.

39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*

40. **Energy Company Boycotts.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*

41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*

42. **Professional Sports Teams.** If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.

44. **Ownership Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*

45. **Statements and Representations.** Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current,

complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

46. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

47. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*

48. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.

49. **Security Controls.** If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Provider's compliance with the required controls.

50. **Former State Employment.** Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

51. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Provider shall not obligate or expend funding

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provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

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

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