

**ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THE BID; ANY
SUBSEQUENT AWARD EXCEPTIONS THERETO MUST BE IN WRITING**

The followings are the terms and conditions for
Texas A&M International University, hereafter referred to as
the Agency.

1. Bidding Requirements

- 1.1 Responding bidder (Vendor) must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of Texas A&M International University.
- 1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. The Vendor guarantees product or service offered will meet or exceed the specifications included as part of this Invitation for Bid (IFB).
- 1.3 Bids should be submitted electronically via the AggieBuy e-procurement platform or as otherwise instructed. If allowed, mailed bids should be placed in a separate envelope, completely and properly identified. Bids must be received by the **Texas A&M International University Purchasing Department** on or before the hour and date specified for the bid opening.
- 1.4 Bids being mailed must use the address in the Invitation for Bid. For delivery service or hand deliveries requiring a street address, use 5201 University Blvd., Laredo, TX 78041.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted “F.O.B. destination, freight prepaid and allowed”. However, if the vendor quoted freight otherwise, then the face of the order should show the exact delivery cost and who bears the cost if not included in the unit price.
- 1.7 Bid prices are requested to be firm for a minimum of 30 days after the bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 As a Vendor responding to this invitation for bid, upon submission of your response, regardless of the format of your submission, you and the entity you represent are agreeing to the Terms and Conditions of Bid (“Terms and Conditions”) presented herein.
- 1.9 Bid may not be altered or amended after opening time. Any alterations made before opening time must be initialed by the Vendor or authorized agent of the Vendor. No bid may be withdrawn after opening time without approval by the Texas A&M International University Purchasing Department.
- 1.10 Purchases made for the Agency use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.11 The Agency reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to the vendor that best serves the interests of the State.
- 1.12 Preferences may be given to bids pursuant to Texas Government Code 2155.411-52 (check any that are applicable):
 - Products of persons with mental or physical disabilities
 - Energy efficiency products
 - Rubberized asphalt paving material
 - Texas and United States products and Texas services (Preference given to Texas vendor and Service-Disable Veteran)
 - Recycled, remanufactured, or environmentally sensitive products.
 - Paper containing recycled fibers.
 - Recycled motor oil and lubricants
 - Products and services from economically depressed or blighted areas
 - Products produced at facilities located on formerly contaminated property
 - Vendors that meet or exceed air quality standards
 - Contractors providing goods of higher nutritional value
- 1.13 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

- 2.1 Any catalog, brand name, or manufacturer's reference used in the IFB is descriptive only, not restrictive, and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, the bid should show the manufacturer, brand or trade name, and other descriptions of the product offered. If other than the brands specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid. If the Vendor takes exception to specifications or reference data in his or her bid, the Vendor will be required to furnish brand names, numbers, etc., as specified in the IFB.
- 2.2 All items shall be new and unused, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated in the IFB. Oral agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC, or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the Agency. If not destroyed in the examination, they will be returned to the Vendor upon request at the Vendor's expense. Each sample should be marked with Vendor's name and address and TAMIU bid number. Do not enclose in or attach to the bid sample.
- 2.5 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this bid.
- 2.6 The manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS. If two or more responses receive the same score after evaluation, the award will be based on the following preferences. Priority of the claimed preference shall be given in the sequence listed below (check all that apply):

- Texas Agricultural Product
- Texas Product
- Texas vendor and Service-Disabled Veteran
- Texas vendor
- U.S. Product

If pricing and preferences are equal, award will be determined by tossing a coin with two witnesses to oversee the tie-breaking activity.

Consistent and continued tie bidding could cause rejection of bid by the Agency and/or investigation for antitrust violations.

4. DELIVERY

- 4.1 Bid should show the number of days required to place material in the receiving agency's designated location under normal conditions. Failure of the Vendor to state delivery time obligates the Vendor to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause the bid to be disregarded.
- 4.2 If a delay is foreseen, the Vendor shall give written notice to the Agency. The Agency has the right to extend the delivery date if the reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Agency to purchase supplies elsewhere and charge a full increase, if any, in cost and handling to the defaulting Vendor.
- 4.3 No substitutions or cancellations are permitted without the written approval of the Texas A&M International University Purchasing Department.
- 4.4 Delivery shall be made during normal working hours only unless prior approval for late delivery has been obtained from the Agency.

5. INSPECTION AND TESTS

All goods will be subject to inspection and testing by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting the merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at the supplier's risk and expense.

Latent defects may result in revocation of acceptance. All returns should be processed via direct deposit or check returned to the University. Please contact accountspayable@tamiu.edu for assistance in returns.

6. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued.

7. CONFLICTING TERMS & CONDITIONS

Any terms and conditions attached to a bid will not be considered unless the Vendor specifically refers to them on the front of this bid form.

Warning: Such terms and conditions may result in disqualification of the bid. (E.G. bids with the laws of a state other than Trevino, requirements for prepayment, limitations on remedies, etc.

8. PAYMENT

8.1 Payment will be made upon submittal and approval of a valid invoice. The University shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. A properly submitted invoice will be in accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D. Payments.

8.2 All payments, to the maximum extent practical, shall be made by electronic direct deposit. The contractor is required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

https://fmo.tamu.edu/vendor-setup/_media/substitute-w9.pdf

9. PATENTS OR COPYRIGHTS

The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

10. SUPPLIER ASSIGNMENTS

Supplier hereby assigns to the purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

11. VENDOR AFFIRMATION

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

11.1 The vendor 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 submitted bid.

11.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

11.3 Pursuant to Section 2155.004 Government Code, relating to the collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

11.4 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

11.5 The vendor had not received compensation for participation in the preparation of the specifications for the order.

11.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of the supplier or any agent, employee, subcontractor, or supplier of the supplier in the execution or performance of this purchase order.

- 11.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 11.8 Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with an executive of a state agency; Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M International University or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If the vendor employs or has used the services of a former executive head of Texas A&M International University or other state agency, then Respondent shall provide the following information: relating to contracting with the executive head of a State Agency.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

- 11.9 Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 11.10 The contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 11.11 By executing this Agreement, the vendor and each person signing on behalf of the vendor certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has a direct or indirect financial interest in the award of this Purchase order, or in the services to which this Purchase order relates, or in any of the profits, real or potential, thereof.
- 11.12 To the extent that Texas Government Code, Chapter 2271 applies to this Purchase order, Vendor/Contractor certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Purchase order. Vendor/Contractor acknowledges this Purchase order may be terminated and payment withheld if this certification is inaccurate.
- 11.13 Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase order may be terminated if this certification is inaccurate.
- 11.14 Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 11.15 PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Purchase order for the duration of the Purchase order and for seven years after the conclusion of the Purchase order.
- 11.16 PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this purchase order.

12. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)

13. PUBLIC INFORMATION

Vendor acknowledges that TAMIU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Purchase order, as well as any other disclosure of information required by applicable Texas law. Upon TAMIU's written request, Vendor will promptly provide specified contracting information exchanged or created under this Purchase order for or on behalf of TAMIU to TAMIU in a non-proprietary format acceptable to TAMIU that is accessible by the public. Vendor acknowledges that TAMIU may be required to post a copy of the fully executed Purchase order on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. Requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Purchase order and Vendor agrees that this Purchase order can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

14. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts:

- 14.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- 14.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment purchase order or court order as to any existing delinquency.
- 14.3 Pursuant to Section 231.006 (c), Family Code, the quote should include the name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach the name & Social Security number for each person. Otherwise, this information must be provided prior to the contract award.
- 14.4 "Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated, and payment may be withheld if this certification is inaccurate."
- 14.5 If a State Agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 14.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

15. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by the Agency, and the bidder to attempt to resolve any claim for breach of contract made by the vendor:

- 15.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M International University and the contractor to attempt to resolve any claim for breach of contract made by the contractor:
- 15.1.1 A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the contractor shall submit a written notice, as required by Subchapter B, to the President. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also

be given to all other representatives of Texas A&M International University and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

- 15.1.2 The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M International University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- 15.1.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M International University nor any other conduct of any representative of Texas A&M International University relating to the contract shall be considered a waiver of sovereign immunity to suit.
- 15.2 The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended. These rules are found in the Texas Register, Volume 25, Number 21, issued May 26, 2000.

16. BUSINESS ETHICS EXPECTATIONS

During the course of pursuing contracts with the Owner and while performing contract work in accordance with this Purchase order, Architect/Engineer agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner's best interests.

The architect/Engineer shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of the Architect/Engineer's employees, agents, sub-consultants, sub-consultants' employees, and other persons under their control.

Architect/Engineer's employees, agents, sub-consultants (and their representatives) shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Architect/Engineer's employees, agents and sub-consultants (and their relatives) shall not receive or accept any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of contractors, subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.

Architect/Engineer agrees to notify the Assistant Vice President for Finance and Administration within 48 hours of any instance where the Architect/Engineer becomes aware of a failure to comply with the provisions of this article.

Upon request by Owner, Architect/Engineer agrees to provide a certified Management Representation Letter executed by a Architect/Engineer representative selected by Owner in a form agreeable to Owner stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Purchase order or any similar potential conflict of interest situations.

Architect/Engineer agrees to include provisions similar to this Article in all contracts with sub-consultants receiving more than \$25,000 in funds in connection with the Project.

17. NON-DISCRIMINATION

The Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, genetic information or veteran status in relation to (1) the Seller's employment practices; (2) the performance of the Seller's obligations under the Purchase order. In performing its obligations under the Purchase order, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated policies regarding non-discrimination issued by either the University or The Texas A&M University System.

18. INDEPENDENT VENDOR STATUS

Seller agrees that Seller and Seller's employees and agents have no employer-employee relationship with University. University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave.

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Purchase order. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the University. Should Contractor subcontract any of the services required in this Purchase order, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the University is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder

of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Purchase order.

19. TERMINATION

19.1 Convenience

The University may, in its sole discretion, terminate this Purchase order upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. University shall be liable only for payments for any goods or services ordered from the Contractor before the termination date.

19.2 Cause/Default

In the event of substantial failure by Contractor to perform in accordance with the terms of this Purchase order, the University may terminate this Purchase order upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the University.

19.3 Rights upon Termination or Expiration

In the event that the Purchase order is terminated for any reason, or upon its expiration, the University shall retain ownership of all associated work products and documentation obtained from Contractor under the Purchase order. Further, the University and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260. No later than the first calendar day after the termination of this Purchase order, or at the University request, Contractor shall deliver to the University all completed, or partially completed, work and any and all documentation or other products and results of these services.

20. SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Purchase order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Purchase order shall be construed as if the such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Purchase order that are required by changes in federal or state law or regulations are automatically incorporated into the Purchase order without written amendment hereto and shall become effective on the date designated by such law or by regulation.

21. FORCE MAJEURE

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Purchase order for failure or delay in fulfilling or performing any obligation under this Purchase order if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

22. NO WAIVER

Nothing in this Purchase order shall be construed as a waiver of the state's sovereign immunity. This Purchase order 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. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Purchase order 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 University does not waive any privileges, rights, defenses, or immunities available to the University by entering into this Purchase order or by its conduct prior to or subsequent to entering into this Purchase order.

23. ABANDONMENT OR DEFAULT

If the contractor defaults on the Purchase order, the University reserves the right to cancel the Purchase order without notice and either re-solicit or re-award the Purchase order to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the University including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the University resulting from Contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly

changed. The period of suspension will be determined by the agency based on the seriousness of the default.

24. ACCESS TO AGENCY DATA

Pursuant to Section 2054.138, *Texas Government Code*, Vendor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation. The security controls are available at https://www.tamtu.edu/oit/security_controls.shtml may be amended from time to time to safeguard and preserve the confidentiality, integrity, and availability of TAMIU's data. The Contractor shall periodically provide TAMIU with evidence of its compliance with the Security Controls within thirty (30) days of TAMIU's request.

25. CLOUD COMPUTING SERVICES

As of the Effective Date, Vendor represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("RAMP"). Pursuant to Section 2054.0593, *Texas Government Code*, Vendor shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Purchase order. Vendor shall provide TAMIU with evidence of its RAMP compliance and certification within thirty (30) days of TAMIU's request and at least thirty (30) days prior to the start of any renewal term of this Purchase order.

26. CYBERSECURITY TRAINING PROGRAM

Pursuant to Section 2054.5192, *Texas Government Code*, Vendor's employees, officers, and subcontractors who have access to TAMIU's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by TAMIU. The cybersecurity training program must be completed by Vendor's employees, officers, and subcontractors during the Term and any renewal period of this Purchase order. The Vendor shall verify completion of the program in writing to TAMIU within the first thirty (30) calendar days of the Term and any renewal period of this Purchase order. The Vendor acknowledges and agrees that its failure to comply with the requirements of this paragraph are grounds for TAMIU to terminate this Purchase order for cause.

27. LOSS OF FUNDING

Performance by TAMIU under the Purchase order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the legislature fails to appropriate or allot the necessary funds, TAMIU will issue a written notice to vendor and TAMIU may terminate the Purchase order without further duty or obligation hereunder. The Vendor acknowledges that the appropriation of funds is beyond the control of TAMIU. In the event of a termination or cancellation under this Section, TAMIU will not be liable to Vendor for any damages that are caused or associated with such termination or cancellation.

28. GOVERNING LAW

The validity of the Purchase order and all matters pertaining to this Purchase order, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

29. REPRESENTATIONS AND WARRANTIES.

If Vendor is a business entity, Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Purchase order, and the individual executing this Purchase order on behalf of Vendor has been duly authorized to act for and bind Vendor.