

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR SERVICES**  
***AMSYS INNOVATIVE SOLUTIONS, LLC***

## **1 INTRODUCTION**

### **1.1 Parties**

This contract for Information Technology Staff Augmentation (“ITSAC”) services (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and AMSYS INNOVATIVE SOLUTIONS, LLC, a Domestic Limited Liability Company (hereinafter “Successful Respondent”), with its principal place of business at 10101 Southwest Freeway, Suite 570 Houston, Texas 77074.

### **1.2 Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-579, on September 28, 2023, for Information Technology Staff Augmentation Contract (ITSAC) services (the “RFO”). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-579, shall be posted by DIR on the Electronic State Business Daily.

### **1.3 Order of Precedence**

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract.
  2. Appendix A, Standard Terms and Conditions;
  3. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
  4. Appendix C, ITSAC Not-to-Exceed Rates;
  5. Appendix D, ITSAC Job Category, Title Descriptions;
  6. Appendix E, ITSAC IT Staffing SOW Template;
  7. Exhibit 1, RFO DIR-CPO-TMP-579, including all Addenda; and

8. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-579, including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

#### 1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**. The following terms used in this Contract shall have the meanings given to them below:

- A. **ITSAC Portal** – The internet application provided by DIR for the purpose of facilitating Customer ITSAC procurements.
- B. **ITSAC Vendor** – A vendor, including Successful Respondent, awarded a contract under the RFO or a comparable request for offers issued by DIR for ITSAC services.
- C. **Not to Exceed (NTE) Rate** – The maximum hourly rate payable to Successful Respondent under this Contract for the provision of services by a Worker with a given job category, title description, and level, as provided by Appendix C, Not-to-Exceed Rates.
- D. **Request for Resumes** – A Solicitation for an individual Worker.
- E. **Solicitation** – A procurement document issued by a Customer specifying the ITSAC services to be provided and requesting responses from ITSAC Vendors. A Solicitation may be in the form of a Request for Resumes or a Statement of Work.
- F. **Statement of Work** – In addition to the definition provided in Appendix A, Standard Terms and Conditions, this term shall include a Solicitation for an ITSAC solution, including where Workers are kept on retainer or where multiple Workers are sought for a team or particular project.
- G. **Worker** – An individual who is an employee or subcontractor of an ITSAC Vendor and who may be engaged to perform ITSAC services for Customers.

## 2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

## 3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

## 4 SERVICE OFFERINGS

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-579 for Information Technology Staff Augmentation Contract (ITSAC) Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its service offerings, provided that any changes or additions must be within the scope of the RFO.

Successful Respondent shall provide one or more Workers to DIR Customers as defined in the applicable Solicitation and resulting Purchase Order in accordance with the terms and conditions of this Contract.

Successful Respondent understands that this is a non-exclusive, indefinite quantity Contract. DIR makes no representations or warranties that Successful Respondent shall receive any number or volume of Solicitation opportunities or Purchase Orders hereunder.

## 5 PRICING

### 5.1 Not-to-Exceed Rates

Pricing to Customers shall be as set forth in **Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment**, and as limited by **Appendix C ITSAC Not-to-Exceed Rates**, and shall include the DIR Administrative Fee.

### 5.2 Hourly Rates

- A. Successful Respondent's quoted and actual hourly rates shall not exceed the applicable NTE Rate. Successful Respondent shall not increase its hourly rates under any Purchase Order, including any amendments or Purchase Order Change Notice (POCN) thereto, except as explicitly agreed upon therein.
- B. Successful Respondent shall include all applicable expenses for a proposed Worker, including the applicable DIR Administrative Fee (as defined below), in the hourly rate quoted for such Worker, and shall not invoice for any additional charges. Travel expense reimbursement may be allowed in accordance with **Appendix A Terms and Conditions Section 8.5. Travel Expense Reimbursement**.

## 6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be one percent (1.00%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,000.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

## 7 SOLICITATIONS

### 7.1 Customer Election

Customers may elect to issue Solicitations using the ITSAC Portal or by any other method permitted by applicable law, including submitting Solicitations directly to selected ITSAC Vendors.

### 7.2 ITSAC Portal

Successful Respondent may use the ITSAC Portal subject to any applicable terms and conditions and in accordance with any guidance published by DIR, which may be updated from time to time without notice to Successful Respondent. Successful Respondent acknowledges that its use of the ITSAC Portal shall be deemed acceptance of all such terms, conditions, and guidance. Successful Respondent further acknowledges that declining to use the ITSAC Portal may result in reduced access to Solicitation opportunities hereunder.

### 7.3 Solicitation Contents

Solicitations will include the Customer's minimum requirements, including, as applicable, the number of Workers, the qualifications and skills for each Worker; and the number of hours to be provided or duration of the engagement. Customers may also elect to include an overview of the types of services to be provided by Workers, the manner and locations in which such services are to be provided, information regarding required travel, and any other information that may assist ITSAC Vendors in responding to such Solicitations.

## 8 RESPONSES TO SOLICITATIONS

### 8.1 Response Contents

For each proposed Worker, Successful Respondent shall include a resume and a document signed by the Worker indicating that Successful Respondent is authorized to submit such Worker for the particular Solicitation. DIR may propose additional requirements, such as a resume cover sheet, for responses submitted to the ITSAC Portal.

## 8.2 Restrictions on Proposed Workers

- A. Successful Respondent shall propose only Workers that meet the minimum requirements for a Solicitation.
- B. Except as provided below, Successful Respondent shall not propose any Worker in response to a Solicitation if such Worker is engaged, including by another ITSAC Vendor, to provide services of any kind during the term of a Purchase Order resulting from such Solicitation.
- C. Notwithstanding the foregoing, Successful Respondent may propose a previously engaged Worker if:
  - i. such Worker's previous engagement is with the same Customer that has issued the Solicitation, and the Customer elects to engage the Worker for multiple Purchase Orders with overlapping terms; or
  - ii. such Worker's previous engagement is for specific hours that do not overlap with the hours required in such Solicitation, and both Customers provide prior written consent.

## 8.3 Responses to ITSAC Portal Solicitations

All responses to Solicitations issued using the ITSAC Portal must be submitted in accordance with the ITSAC Portal terms and conditions and any guidance published by DIR, which may be updated from time to time without notice to Successful Respondent. Successful Respondent shall not attempt to respond to such Solicitations through direct contact with the issuing Customer, except as provided by such terms, conditions, and guidance. Successful Respondent shall not initiate communications with any Customer regarding Solicitations posted to the ITSAC Portal, but may respond if such Customer initiates communications regarding the Solicitation.

## 8.4 Worker Interviews

Successful Respondent shall be responsible for verifying that the correct proposed Worker attends any interviews conducted by Customers. Successful Respondent shall not submit substitute proposed Workers to interview with Customers if the requested proposed Worker is not available. Successful Respondent shall not give or attempt to give its proposed Workers an unauthorized advantage over Workers submitted by other ITSAC Vendors, such as by obtaining or providing unpublished interview questions.

## 9 STATEMENT OF WORK

Services provided under this Contract shall be in accordance with the applicable Statement of Work, if any, which may be in the form of **Appendix E, ITSAC SOW Template**. Each SOW for a state agency Customer shall be in accordance with Section 2157.0685, Texas Government Code, and 1 TAC 212, if applicable.

## 10 WORKER REMOVAL AND SUBSTITUTION

### 10.1 By Successful Respondent or Worker

- A. Successful Respondent shall not voluntarily remove a Worker who is engaged to provide services to a Customer during the term of the applicable Purchase Order without such Customer's prior written consent.
- B. In the event that a Worker who is engaged to provide services to a Customer ceases to be employed or to contract with Successful Respondent (regardless of the circumstances of such cessation), or is otherwise unable to complete such engagement, during the term of the applicable Purchase Order, Successful Respondent shall provide a substitute Worker at no additional cost to such Customer within seven (7) business days. The substitute Worker shall possess at least the minimum requirements identified in the applicable Solicitation and resulting Purchase Order. If Successful Respondent is unable to provide a satisfactory substitute Worker, in the Customer's sole discretion, the Customer may terminate the Purchase Order.
- C. To allow for any training or orientation time, Successful Respondent shall provide such substitute Worker free of charge to the Customer for the number of hours equal to seven (7) business days, provided that such hours must be completed within fourteen (14) business days of the substitution.

### 10.2 By Customer

- A. A Customer may direct Successful Respondent to immediately remove a Worker engaged under a Purchase Order if such Worker:
  - i. has violated applicable legal or safety standards as communicated by Customer to Successful Respondent or such Worker;
  - ii. does not possess the required qualifications identified in the applicable Solicitation or resulting Purchase Order; or

- iii. is otherwise unable to satisfactorily provide the services required by the applicable Solicitation or resulting Purchase Order.
- B. Successful Respondent shall provide a substitute Worker at no additional cost to such Customer within seven business days of such removal. The substitute Worker shall possess at least the minimum requirements identified in the applicable Solicitation and resulting Purchase Order. If Successful Respondent is unable to provide a satisfactory substitute worker, in the Customer's sole discretion, the Customer may terminate the Purchase Order.

### **10.3 Notice of Disqualification**

Successful Respondent shall immediately notify a Customer in the event a Worker loses or is found not to possess any license, certificate, or similar qualification required for providing services under the applicable Purchase Order.

### **10.4 Return of Equipment**

Successful Respondent shall be responsible for ensuring that each Worker returns to the Customer all equipment, materials, or other items provided to such Worker upon the expiration or termination of the applicable Purchase Order or the cessation of such Worker's engagement under such Purchase Order (regardless of the circumstances of such cessation), whichever occurs first. Successful Respondent shall bear the cost of replacing or repairing any unreturned or damaged items, as well as any remediation costs associated with such loss or damage.

## **11 NON-SOLICITATION OF STATE EMPLOYEES**

Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who has participated in any projects related to a Purchase Order during the term of such Purchase Order and for a period of 90 calendar days following the termination or expiration of such Purchase Order. A Customer shall not solicit, directly or indirectly, a Worker engaged to provide services to such Customer during the term of the applicable Purchase Order and for a period of 90 calendar days following the termination or expiration of such Purchase Order.

## 12 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

**If sent to the State:**

Lisa Massock or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

**If sent to Successful Respondent:**

Khalid (KP) Parekh  
CEO  
AMSYS INNOVATIVE SOLUTIONS, LLC  
10101 Southwest Freeway, Suite 570  
Houston, Texas 77074  
Phone: (281) 660-2797  
Email: [KP@AMSYSIS.COM](mailto:KP@AMSYSIS.COM)

## 13 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not

accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

#### **14 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS**

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

**AMSYS INNOVATIVE SOLUTIONS, LLC**

**Authorized By:** Signature on File

**Name:** khalid (KP) Parekh

**Title:** CEO

**Date:** 9/5/2024 | 10:53 AM CDT

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Lisa Massock

**Title:** Chief Procurement Officer

**Date:** 9/6/2024 | 3:32 PM CDT

**Office of General Counsel:** Initial on File

**Date:** 9/6/2024 | 1:21 PM CDT



Prepared for:  
Prairie View A&M University

Prepared by:  
Rick Huerta

We have prepared a quote for you

AMSYS Managed Services  
DIR-CPO-5578

Quote # 1005873  
Version 2



www.amsysis.com

P: 713-484-7786 X 103  
E: rhuerta@amsysis.com

## Amsys Innovative Solutions – Products and Services

AMSYS Innovative Solutions ([www.amsysis.com](http://www.amsysis.com)) is a subsidiary of AMSYS, a Houston, Texas based Information Technology company founded in 2003. AMSYS has built a reputation for delivering high quality IT solutions and services in the Houston business community, earning repeated recognition among the Top 10 for Information Technology and Information Security companies in the Houston Business Journal's Annual Book of Lists. In addition, its President, Khalid Parekh has twice been named a finalist as Entrepreneur of the Year by the City of Houston.

We provide a wide range of Information technology solutions for Voice and Data with our primary focus on Compute, Data Storage, Data Networks, Data Security, Video Security, Controlled Access, and Voice. Our Houston and Mumbai-based NOC/SOCs enable us to deliver 24x7 managed services and respond to issues in real-time for our SMB to global multi-national clients.

### **HARDWARE, SOFTWARE SALES**

Authorized Hardware VAR- HPE/ARUBA, DELL, Lenovo, CISCO, Fortinet, Palo Alto, NetApp, PURE and Rubrik.  
Software Licensing & Implementation: Microsoft, Duo, Thycotic, CrowdStrike, KnowBe4 and Arcserve.

### **CABLING SERVICES**

Voice, Data, Video, Audio, Security & Fiber Optic  
Cabling Design Services -Voice, Data, Video, Audio,  
Fiber Optic backbone Network Cabling

### **SERVER HARDWARE (UPGRADES & REPAIRS)**

New server installs & upgrades

### **CONVERGED DATA STORAGE**

Consolidated SAN and NAS solutions  
Object-based File Storage Solutions  
Converged Block, File and Object Storage  
Cloud and Hybrid Data Storage  
Infrastructure as a Service Storage Solutions

### **CYBER SECURITY SERVICES**

24x7 Managed Cyber Security Services  
Pen Testing & Security Vulnerability Assessment  
Security Awareness Training  
Perimeter Intrusion detection  
Security best practices checklist  
Security Incident Management  
Password consolidation  
Regulatory Compliance -HIPAA, PCI-DSS, GDPR, CMMC.

### **CYBER SECURITY SOLUTIONS**

Cloud Access Management  
Zero Trust Endpoint Management  
Identity and Access Management  
Intrusion Prevention/Intrusion Detection  
Next Gen Firewalls  
Next Gen Endpoint Detection and Remediation  
Threat SandBoxing  
Security Information and Event Management  
Multi-Factor Authentication  
Email Filtering

### **WIRED AND WIRELESS NETWORKS**

Consolidated and Managed Wired/Wireless Networks  
Filter & monitor internet traffic  
Network Access Controls  
Network performance and Use Analytics  
SDWAN  
Network Circuits and ISP Migrations

### **MANAGED NETWORK SERVICES**

Complete 24x7 Managed Network Services  
Network & Systems Administration  
Help Desk Support  
Remote managed services  
Online Remote backup  
VPN configuration & implementation  
Multi-site connectivity – SD WAN  
Remote access & work from home

### **DISASTER PLANNING/RECOVERY**

Backup policy planning  
Data Protection - Tape & Disk-based Backup solutions.  
Server Replication/Recovery  
Disaster Recovery Planning.  
Data recovery services  
Cloud Backup solutions  
Email Backup/Archiving

### **EMAIL SERVICES**

Microsoft Exchange implementation & migrations  
Messaging & collaboration solutions  
Mobile device integration  
PST file recovery

### **PHONE SYSTEMS / VOIP**

Unified Communication (Voice & Data)  
Hosted VOIP Systems

### **DOCUMENTATION**

Network design & diagram  
Licensing & software auditIT inventory

### **PHYSICAL SECURITY**

Video Surveillance Systems  
Controlled Access Security solutions



## Statement of Work

### SECTION 1: THE AGREEMENT

This Statement of Work ("SOW") is entered into by and between AMSYS at 10101 Southwest Freeway Suite 570 Houston, TX 77074, and Texas A&M, Prairie View "Customer", located at 100 University Drive Prairie View TX 77046, as of the date of final execution below ("Effective Date"). This Statement of Work (SOW) is governed by, incorporated into, and forms part of the Master Products and Services Agreement (the "MPSA") between AMSYS and the Customer. This SOW outlines the specific services and deliverables ("Services") that AMSYS will provide to the Customer under the terms of the MPSA. The terms of this SOW apply solely to the scope of work described herein and do not extend to any other statements of work that may be executed and attached to the MPSA. For the purposes of this SOW, AMSYS and the Customer are each referred to as a "Party," and collectively as the "Parties."

**ORDER OF PRECEDENCE** : In the event of a conflict between the terms of this SOW and the MPSA, the terms of this SOW shall take precedence. If a conflict arises between the terms of this SOW and a mutually agreed Project Change Control ("PCR") pursuant to [Section 5](#), or between multiple Project Change Controls ("PCRs"), the terms of the most recent PCR shall govern.

### SECTION 2: SCOPE OF SERVICES

**ANY CHANGES TO THE SCOPE (including but not limited to additions, deletions, or modifications to this Section 2 or Section 3) MUST BE MUTUALLY AGREED IN WRITING AND MAY RESULT IN PRICE ADJUSTMENTS.**

#### 2.1 SCOPE SUMMARY

This Scope of Work (SOW) outlines the terms of the Managed Services Agreement between Customer and AMSYS for the operation and management of Fortinet network infrastructure. This includes, but is not limited to, Fortinet switches, firewalls, and wireless access points. AMSYS will be responsible for ensuring the ongoing reliability, security, and performance optimization of the network environment through proactive monitoring, maintenance, and support services.

AMSYS will provide comprehensive voice, network and security management services to ensure optimal performance, reliability, and protection of Customer's Fortinet-based infrastructure. The core responsibilities will include, but are not limited to:

#### Network & Wireless Infrastructure

##### • Firewall Management :

- Performance monitoring and uptime assurance
- Security event tracking and policy updates
- Firmware and software upgrades to maintain compliance
- VPN connection management and remote access configurations
- Log analysis and incident response for security threats

##### • Next-Generation Firewall (NGFW) Features :

- Intrusion Prevention System (IPS) - Real-time threat detection
- Application Control - Regulating application usage
- Web Filtering - Blocking malicious/inappropriate content
- Anti-Malware & Antivirus Protection - Scanning incoming/outgoing traffic
- SSL/TLS Inspection - Securing encrypted traffic
- Sandboxing - Advanced malware analysis and containment
- Zero Trust Network Access (ZTNA) - Enforcing access policies

##### • Switch Management :

- Monitoring switch performance, uptime, and port utilization
- Configuring VLANs, QoS, and security policies
- Performing firmware updates and security patches
- Troubleshooting network connectivity
- Documenting network topology and configuration

##### \* Voice Infrastructure Monitoring & Management:

- Call Managers (CUCM) / contact center
- Voice Gateways and Session Border Controllers (SBC)



- o Voicemail systems (Unity, Exchange UM, etc.)
- o SIP Trunks and PSTN connectivity
- o Collaboration endpoints (desk phones, video units, softphones)

Automated alerts and fault detection with immediate escalation.  
Ongoing **configuration management** to maintain consistency and compliance with voice policies.

• **Wireless Infrastructure Management :**

- o Monitoring wireless network performance
- o Optimizing access point placement and configurations
- o Performing firmware updates and security patching
- o Troubleshooting connectivity and interference issues

**Incident Management**

- Incident tickets will be generated based on monitoring alerts or initiated directly by the Customer via email or phone call. Priority levels (P1/P2) will be assigned in accordance with the defined severity and impact of the issue.
- Incidents that are not resolved at Customer Level 1 support, or require vendor coordination beyond initial triage, will be escalated to Customer Level 2 support. Level 2 support will be responsible for in-depth troubleshooting, tracking, and resolution of the incident. If the issue pertains to application-specific errors or requires hardware replacement under existing maintenance agreements, it will be further escalated to the appropriate vendor of record, provided that an active and valid support contract is in place with the Customer.
- AMSYS will initiate support tickets with the Customer's Internet Service Provider (ISP) as needed to investigate potential maintenance activities or validate service-related issues affecting network performance.

**Vendor Management**

- AMSYS may escalate and manage incidents with third-party maintenance providers and service vendors as needed. The Customer must authorize AMSYS to act on their behalf by providing a valid Letter of Authorization (LOA). AMSYS shall not be held responsible for any delays resulting from the response times or actions of third-party vendors. Any breaches of defined Service Level Objectives (SLOs) attributable to third-party delays will be documented and included in the after-action incident report.

**System Monitoring**

- AMSYS will proactively monitor Covered Products during standard business hours (Monday-Friday, 8:00 AM to 5:00 PM) using the built-in management capabilities of the products. These may include, but are not limited to, Simple Network Management Protocol (SNMP) traps, Management Information Bases (MIBs), Application Programming Interfaces (APIs), and other monitoring-specific tools that expose system status and configuration data. When a qualifying event is detected and an incident is created, AMSYS will notify the Customer in accordance with the agreed-upon response time service levels and established escalation procedures, as defined during service activation. In some cases, coordination with the Customer's third-party vendor—under an active maintenance agreement—may be required. This coordination may involve engaging higher-tier support levels depending on the nature and severity of the issue.

**Problem Management**

- Identify and analyze incident trends to determine the root cause of recurring events, enabling resolution of underlying issues and reducing the likelihood of future similar incidents.

**Availability Management**

- Proactively monitor the availability of Covered Product components during standard business hours (Monday-Friday, 8:00 AM to 5:00 PM). Where applicable, availability indicators and performance metrics will also be collected to support analysis and reporting.

**Change Management**

- Changes to the Covered Products will be executed in an efficient and accountable manner, using standardized methods and procedures that include impact analysis prior to implementation. This applies to both Customer-initiated changes and those recommended by AMSYS. Each change is scoped to include up to four (4) hours of combined effort for planning, design, implementation, and testing. Any change requiring more than four (4) hours will be considered out of scope and treated as a separate, billable project, subject to prior Customer approval.
- Standard Changes: All standard changes are considered pre-approved in accordance with the Customer's change management policy and are characterized by limited or no expected downtime to the infrastructure. AMSYS will complete standard changes within three (3) business days from the date of request initiation, unless otherwise agreed upon by both parties.



- May be triggered by either a Service Request or a Standard Change Request, depending on the nature and scope of the change.
- Characterized as low risk and low impact, with no required maintenance window. Any potential impact is limited to a single user or a non-critical function.
- Pre-approved by the Customer in accordance with established change management policies.

**Non-Standard Changes:** All non-standard changes will require formal approval from both AMSYS and the Customer's Change Advisory Board (CAB). The completion timeline for non-standard changes will depend on the availability of scheduled maintenance windows and the receipt of necessary Customer approvals.

- Change requests may be triggered by a Severity 3 or 4 incident or a Service Request related to the introduction of a new feature or functionality.
- Changes of this nature may have a system-wide impact and could result in downtime during implementation.
- It is recommended that such changes be executed during an approved maintenance window to minimize impact on business operations.
- Approved changes will be implemented, and a corresponding Request for Comments (RFC) will be submitted within five (5) business days following approval by the Change Advisory Board (CAB).

• **Emergency Changes:** Emergency changes are changes required to resolve a critical incident and include any configuration restoration activity needed to restore services back to the pre-incident condition. Restoration will be limited to an individual device. Changes required on multiple devices or applications after the service has been restored will be treated as a project scoped with additional changes.

- Triggered by a Severity 1 or Severity 2 incident requiring immediate or high-priority remediation to restore critical services or prevent significant impact.
- Involves a material business impact to the Customer, potentially affecting critical operations, revenue, or service delivery.
- Must adhere to the Customer's emergency change management process, including expedited approvals and documentation requirements.
- Requires immediate execution upon receiving the necessary approvals, due to the urgency and potential business impact.

#### **Patch Management**

• AMSYS adheres to the National Institute of Standards and Technology (NIST) guidelines for patch management, ensuring security compliance and optimal system functionality. All patch releases are reviewed and approved by the Customer prior to implementation, following the established default workflows. Once a workflow is initiated, it will proceed through completion unless the Customer provides explicit notification to pause, modify, or cancel the process. The patch management process includes:

- Asset Identification - Maintaining an up-to-date inventory of all Covered Products and associated software components.
- Vulnerability Assessment - Regularly reviewing vendor advisories and vulnerability databases to identify relevant security patches.
- Patch Evaluation - Assessing patches for criticality, compatibility, and potential operational impact prior to deployment.
- Testing - Applying patches in a controlled test environment to validate stability and minimize the risk of disruption.
- Deployment - Implementing approved patches during scheduled maintenance windows or as part of emergency change procedures when necessary.
- Verification - Confirming successful patch installation and verifying system functionality post-deployment.
- Documentation & Reporting - Maintaining detailed records of patching activities and providing regular reports to the Customer for audit and compliance purposes.

#### **Configuration Management**

- AMSYS conducts periodic reviews to validate the inventory of network Supported Hardware, ensuring all devices remain within support and lifecycle compliance.
- AMSYS reviews critical configuration settings on network Supported Hardware and proactively addresses any deviations or unauthorized changes.
- Network configuration backups are scheduled and executed in accordance with the Scope of Work (SOW), ensuring configuration integrity and facilitating rapid recovery when needed.

#### **Network Device Backup**

- The Customer is responsible for establishing backup policies and/or jobs, as well as providing the



necessary backup infrastructure and storage. AMSYS will monitor the status of backup jobs and generate alerts for any failures related to in-scope managed devices. If AMSYS is assigned responsibility for managing the backup solution, it will follow the standard Incident Management process to investigate and resolve backup-related issues.

- AMSYS will perform daily backups of configuration files for Covered Products, limited to supported network devices. Network devices include routers, switches, and voice gateways. AMSYS will retain up to five (5) iterations of these configuration backups to support recovery and version control.

## Teams Structure

Under this agreement, AMSYS shall provide a dedicated engineering team to ensure secure operations, resilient networks, and robust unified communications. The team will consist of **two (2) onsite network engineers**, augmented by specialized roles: a **Firewall Administrator** and a **Voice Engineer**. Below is the integrated structure, incorporating the personas for these roles with their technical skills and responsibilities.

### Dedicated Engineering Team

- **Onsite Network Engineers (2):** These engineers will work closely with the client's infrastructure, providing hands-on support for network operations, troubleshooting, and coordination with the remote engineer and specialized roles. They will focus on maintaining network stability, implementing configurations, and ensuring seamless integration of firewall and voice systems.

### Specialized Staff Augmentation

To address the specific needs of secure operations and unified communications, AMSYS will provide the following specialized roles:

#### Firewall Administrator

The Firewall Administrator will be responsible for managing multi-vendor firewall configurations, VPNs, high availability clusters, routing, certificate management, monitoring, and security incident response. This role ensures secure and resilient network architectures.

#### Technical Skills:

##### Hands-on Administration and Troubleshooting:

- **FortiGate Firewalls:** Configuration, management, policy setup, and monitoring.
- **Cisco Firewalls:** ASA/Firepower platforms, including policy configuration, NAT, and VPN implementation.
- **VPN Technologies:** Site-to-site and remote access VPNs with specialized segmentation and profiles.
- **High Availability (HA):** Setup and maintenance of HA clusters for firewalls, ensuring redundancy and failover protocols.
- **Routing Expertise:** Configuration of dynamic (OSPF, BGP) and static routing on firewall appliances.
- **Network Segmentation:** Advanced firewall policy and profile management.
- **Certificate Management:** Installing, renewing, and troubleshooting digital certificates for remote access, VPN, and secure device management.
- **Monitoring Solutions:** Proficiency with platforms like WhatsUp Gold or LogicMonitor for network device and firewall monitoring.
- **Connectivity Troubleshooting:** Deep knowledge of NAT, protocols, connectivity diagnostics, SD-WAN, and direct-connected circuits.

#### Responsibilities:

- Manage configuration and optimization of firewall policies and VPN profiles to ensure secure and efficient network traffic.
- Establish and maintain firewall HA clusters to ensure robust failover capabilities and network uptime.
- Implement and diagnose dynamic and static routing issues to maintain seamless connectivity.
- Oversee the lifecycle management of digital certificates for devices and secure connections.
- Utilize monitoring tools (e.g., WhatsUp Gold, LogicMonitor) to track performance, detect issues, and manage alerts proactively.
- Respond to security incidents and design secure architectures using multi-vendor firewalls to mitigate risks.

#### Voice Engineer

The Voice Engineer will administer and support Cisco Webex Calling, Webex Contact Center, Cisco Unified Communications Manager (CUCM), and related voice platforms, ensuring secure communications, proactive monitoring, integration, and issue resolution across cloud, on-premises, and hybrid environments.

#### Technical Skills:

##### Proven Administration and Troubleshooting:

- **Cisco Webex Calling:** End-to-end setup, Control Hub administration, location/SIP configuration, and dial plan management.
- **Cisco Webex Contact Center:** Service and agent management, licensing and subscription administration, and monitoring quality of service.



- **Cisco Unified Communications Manager (CUCM):** Device/user provisioning, dial plans, integration with Webex/Contact Center, and certificate management.
- **Cistera Voice Recording:** Infrastructure setup and ongoing support.
- **Certificate Management:** Deploying, renewing, and managing certificates for secure voice communications.
- **Monitoring Solutions:** Using WhatsUp Gold, LogicMonitor, or similar tools for voice infrastructure and service uptime monitoring.
- **Platform Integration:** Supporting cloud, on-premises, and hybrid voice architectures, integrating disparate platforms.
- **Compliance and Security:** Enforcing compliance, security, continuity, and redundancy protocols for voice systems.

**Responsibilities:**

- Administer and support all aspects of Webex Calling, Webex Contact Center, CUCM, and Cistera Voice Recording platforms to ensure reliable and secure communications.
- Oversee certificate management, including integration with identity providers or certificate authorities to secure voice communications.
- Use monitoring solutions (e.g., WhatsUp Gold, LogicMonitor) for proactive service management and incident detection.
- Provision, configure, and integrate endpoints and services across voice platforms to ensure seamless operation.
- Troubleshoot service performance and voice quality issues, responding promptly to incidents and service requests to maintain high-quality unified communications.

**Team Coordination and Support**

The dedicated engineering team, comprising onsite and remote network engineers, will work in tandem with the Firewall Administrator and Voice Engineer to deliver comprehensive support. The team will:

- Collaborate on network and voice system integration to ensure interoperability and performance.
- Leverage monitoring tools to proactively manage and resolve issues across firewall and voice platforms.
- Provide rapid incident response and troubleshooting for both network and communication systems.
- Ensure compliance with security, redundancy, and continuity protocols across all environments (cloud, on-premises, and hybrid).

This structure ensures that AMSYS delivers a robust, secure, and efficient solution tailored to the client’s needs for network resilience and unified communications.

**SECTION 4: SERVICE LEVEL OBJECTIVES (“SLO”)**

The following Service Level Objectives define the expected performance and response standards AMSYS will adhere to in the delivery of managed services. These objectives establish measurable targets for responsiveness, resolution times, and service availability, ensuring consistent and accountable service quality.

AMSYS Incident Management priorities are defined as follows - Monday through Friday, 8:00 AM to 5:00 PM local time, excluding holidays.

**PRIORITY DEFINITION RESPONSE TIME EXAMPLES**

- P1 - Critical Major outage or critical service impact Within 1 hour 4 hours or as reasonably possible
- P2 - High Significant impact to operations, partial outage Within 2 hour 1 business day
- P3 - Medium Limited impact, no immediate en operational disruption Within 4 hour 3 business days
- P4 - Low Informational requests or minor issues Within 5 hour 5 business days

**Weekend and Holiday are billable at \$165.00 an hour**

Unless otherwise specified or agreed upon by both parties, Services will be provided during Normal Business Hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, local time, or during mutually agreed change windows. Services will not be performed during the AMSYS observed holidays listed below:

- New Year’s Day..... January 1st
- Martin Luther King, Jr. Day..... Third Monday in January
- Good Friday..... Friday Prior to Easter Sunday
- Memorial Day..... Last Monday in May
- Independence Day..... July 4th
- Labor Day..... First Monday in September
- Thanksgiving Day..... Fourth Thursday in November
- Day after Thanksgiving Day..... Friday after Thanksgiving Day
- Christmas Eve..... December 24th
- Christmas Day..... December 25th
- New Year’s Eve Day..... December 31st

**SECTION 5: PROJECT CHANGE CONTROL (“PCR”)**

**5.1 PROCEDURE**

Either party may request modifications to this SOW or any associated Purchase Order. Any adjustments to the



scope of this SOW—including new or additional tasks, or changes to the Services, Covered Locations, and/or Covered Products—must be documented and mutually agreed upon by AMSYS and the Customer. These changes will only take effect once a Project Change Control (“PCR”) Form has been prepared by AMSYS, reviewed, and signed by both parties.

In the event either Party desires to change this SOW, the following procedures will apply:

- The Party requesting the change will complete an AMSYS Project Change Control (“PCR”) Form and submit it to the other Party in accordance with the notice provisions outlined in this SOW. The PCR will outline the details of the change, the rationale for the change, and its impact on the SOW/project—including any adjustments to deliverables, pricing, or scheduling.
- The designated Points of Contact (POCs) for the requesting party (either AMSYS or the Customer) will review the Project Change Control (“PCR”) Form, evaluate the proposed changes, and engage in good-faith negotiations regarding the requested changes, including any additional charges necessary to implement them. If both parties agree, the PCR Form will be signed by authorized representatives from each party, and the changes will be incorporated into and become part of this SOW.

## SECTION 6: PRICING

### 6.1 PRICING SUMMARY

I. II. INVOICING: AMSYS will invoice the Customer on a monthly basis for Services rendered. Each invoice will clearly itemize the Services provided. Fixed monthly recurring fees will accrue in advance on the first day of each Service month. Upon the Effective Date of this SOW, AMSYS will issue an initial invoice that includes:

- A pro-rated fixed fee for the remainder of the current month, and The full fixed fee for the upcoming month. Any one-time fees will be invoiced in accordance with the milestones or billing schedule defined in this SOW. Additionally, with prior written approval, AMSYS will invoice the Customer for any pre-approved expenses incurred during the performance of Services—such as travel or other reimbursable costs—as mutually agreed.

PAYMENT TERMS: All amounts due under this SOW shall be paid in United States Dollars (USD). The Customer agrees to pay all invoiced amounts to AMSYS within thirty (30) days from the date of the invoice, without any right of set-off, withholding, or deduction. Any amounts not paid when due shall accrue interest at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, whichever is lower, until such amounts are paid in full.

### 6.2 PRICING TABLE

#### CONTRACT TERM MRC (USD\$)

12 Month 54,000.00 per Month

### 6.3 PRICING NOTES

**6.3.1** Any deviations from the Terms outlined below that arise during the project will be managed through the Change Management procedure described in [Section 5](#). Both parties acknowledge that changes to these Terms may lead to pricing adjustments.

#### 6.3.2 Purchase Order

The Customer will initiate Services by providing a signed Statement of Work (SOW) and, if required, a Purchase Order for the total amount specified in [Section 6.2](#). AMSYS is not obligated to begin work until both the signed SOW and the Purchase Order (if applicable) are received.

#### 6.3.3 Freight

If freight is required for this opportunity AMSYS will bill Customer on actuals + ten percent (10%) for handling and administration or AMSYS will use Customer’s freight provider/account.

## Section 7: TERMINATION

### 7.1 TERMINATION FOR CAUSE

AMSYS may terminate this SOW for cause if: (a) the Customer fails to cure a payment default within ten (10) days after receiving written notice from AMSYS, or (b) the Customer fails to address any other material deficiency in its performance within sixty (60) days, or such other period as mutually agreed in writing, following receipt of written notice from AMSYS specifying the deficiency in detail. In either case, AMSYS will have the right to recover all costs incurred for Services rendered up to the date of termination. Alternatively, instead of terminating for cause, AMSYS may choose to suspend the Services, in whole or in part, without liability, by providing written notice to the Customer. In such cases, AMSYS may charge reasonable fees for the suspension and resumption of Services.

If AMSYS terminates the Services for cause, the Customer shall pay termination charges equal to one hundred percent (100%) of the fixed fees that would have been due for the remainder of the Term.



**7.2 TERMINATION FOR CONVENIENCE**

If the Customer wishes to terminate all Services for convenience before the end of the Term, the Customer shall pay AMSYS a termination fee equal to one hundred percent (100%) of the fixed fees that would have been due for the remainder of the Term.

**SECTION 8: SIGNATURE**

This SOW, entered into by the parties, constitutes the entire agreement between the Customer and AMSYS regarding the Services described herein. In the event of any inconsistency between this SOW and the terms and conditions of any Customer-submitted order, the terms of this SOW shall take precedence.  
IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

**Managed Services**

Description	Recurring	Qty	Ext. Recurring
<b>AMSYS Professional Services - 10% discount - Advanced Infrastructure Managed Services (Monthly)</b> Total of \$648,000.00 for the 12 Month Term	\$54,000.00	1	\$54,000.00
<b>Monthly Subtotal:</b>			\$54,000.00



www.amsysis.com

P: 713-484-7786 X 103  
E: rhuerta@amsysis.com

# AMSYS Managed Services TIPS CONTRACT NUMBER 220105

**Prepared by:**

**AMSYS Innovative Solutions, LLC**

Rick Huerta  
713-484-7786  
rhuerta@amsysis.com

**Prepared for:**

**Prairie View A&M University**

P.O. Box 519  
Prairie View, 77446  
Larry Mendez  
(936) 261-3311  
ldmendez@pvamu.edu

**Quote Information:**

**Quote #: 1005873**

Version: 2  
Delivery Date: 09/30/2025  
Expiration Date: 10/31/2025

## Monthly Recurring Summary

Description	Amount
Managed Services	\$54,000.00
<b>Monthly Total:</b>	<b>\$54,000.00</b>

Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer.

Signing this quotation means you accept the terms and conditions set forth below.

12 Month Commitment required for all MSP engagements.

Onboarding fee billable and due upfront.

DIR Contract Number - DIR-CPO-5578

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### AMSYS Innovative Solutions, LLC

### Prairie View A&M University

Signature: Rick Huerta

Name: Rick Huerta

Title: Inside Account Executive

Date: 09/30/2025

*Khalid Parikh*

12/1/2025 | 4:40 PM CST

Signature: James R. McKee

Name: James R. McKee

Date: 12/4/2025 | 8:23 AM CST

## VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **AMSYS Managed Services DIR CPO-5578 and AMSYS STATEMENT OF WORK** (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and AMSYS Innovative Solutions, (“Provider”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Provider may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

### MISCELLANEOUS CLAUSES

**Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Data Privacy.** Provider shall hold PVAMU’s data in confidence. Provider shall only use or disclose PVAMU’s data for the purpose of fulfilling Provider’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Provider shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Provider that have a need to access the PVAMU’s data in order for Provider to perform its obligations under this Agreement. Provider shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Provider in this Agreement.

Provider shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Provider’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure. Provider shall provide such other information, including a written report, as reasonably requested by PVAMU.

Provider must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Provider, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Provider shall provide PVAMU with at least ten (10) days’ written notice of Provider’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be

amended only by a subsequent written agreement signed by authorized representatives of both Parties.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement 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).

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, Provider shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Provider under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Provider's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Provider or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Provider's service to PVAMU. Except as specifically required under the terms of this Agreement, Provider (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Provider is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Provider and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

**Insurance.** Provider shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**No Impediments.** Provider represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Provider's performance of the Services.

**Non-Assignment.** Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU:**

Prairie View A&M University  
Information Technology Services  
PO Box 519 MS 1460  
Prairie View, TX 77446  
Attention: Jacqueline Yell  
Telephone: 9362612216  
Email: [jdyell@pvamu.edu](mailto:jdyell@pvamu.edu)

**With a copy to:**

Prairie View A&M University Contract Administration  
P.O Box 519, MS 1311  
Prairie View, Texas 77446-0519  
Telephone: +1 936-261-1902  
Email: [Contracts@pvamu.edu](mailto:Contracts@pvamu.edu)

**Provider:**

AMSYS Innovative Solutions  
10101 Southwest Freeway #570  
Houston, TX 77074  
Attention: Rick Huerta  
Telephone: 713-484-7786  
Email: [rhuerta@amsysis.com](mailto:rhuerta@amsysis.com)

**Organization.** If Provider is a business entity, Provider 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 Agreement, and the individual executing this Agreement on behalf of Provider has been duly authorized to act for and bind Provider. Upon PVAMU's request, Provider shall promptly deliver to Provider (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by Provider for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Provider, then within thirty (30) days after cancellation and/or termination, Provider will reimburse PVAMU for all advance payments paid by PVAMU to Provider that were (i) not earned by Provider prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Provider prior to cancellation and/or termination.

**Severability.** In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if 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 Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Termination.** PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Provider. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

## **STATE AGENCY CLAUSES**

**Access by Individuals with Disabilities.** Provider represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). Provider shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Provider fails or is unable to do so, PVAMU may immediately terminate this Agreement, and Provider will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

**Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Provider shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU's data (the "Security Controls"). Upon written request by PVAMU, Provider shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

**Conflict of Interest.** Provider certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect

financial interest in Provider or in the transaction that is the subject of this Agreement.

**Cybersecurity Training Program.** Pursuant to Section 2063.104, Texas Government Code, Provider and its employees, officers, and subcontractors who have access to PVAMU's computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by Provider employees, officers, and subcontractors during the Term and any renewal period of this Agreement. Provider shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. Provider acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

**Delinquent Child Support Obligations.** 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 receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Provider certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

**Executive Order GA-43.** To the extent that Provider is providing goods to PVAMU under this Agreement, Provider represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

**Executive Order GA-48.** Provider represents and warrants that Provider is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Provider acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Provider will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may

not provide export-controlled information to the other Party without the written consent of the other Party. Provider certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**Franchise Tax Certification.** If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU’s governing officer is located.

**HUB Subcontracting Plan.** It is the policy of the state of Texas and PVAMU to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in PVAMU contracting and purchasing. Provider has indicated it will not subcontract any of its duties or obligations under this Agreement. If Provider will subcontract any of its duties and obligations under this Agreement, Provider will be required to provide prior written notice to PVAMU and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU’s or the state’s sovereign immunity.

**Loss of Funding.** Performance by PVAMU under this Agreement 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, PVAMU will issue written notice to Provider and PVAMU may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Provider for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** Provider is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event PVAMU becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Prior Employment.** Provider acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Provider is an individual, by signing this Agreement, Provider represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, Provider certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Provider certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, Provider certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Provider certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Provider acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Prompt Payment.** PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**Public Information.** Provider acknowledges that PVAMU 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 Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Provider will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Provider acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

**State Auditor’s Office.** Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Provider upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**AMSYS INNOVATIVE SOLUTIONS**

*James R. McKee*

*Khalid Parekh*

Signature

Signature

James R. McKee

Khalid Parekh

Name

Name

Sr. Vice President, Chief Financial Officer

CEO

Title

Title

12/4/2025 | 8:23 AM CST

12/1/2025 | 4:40 PM CST

Date

Date

RA