

PRICE QUOTATION  
CARAHSOFT TECHNOLOGY CORP  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
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<b>TO:</b> Henry Rose Director of Infrastructure Prairie View A&M University 1178 D.W. Martin Street Prairie View, TX 77445 USA	<b>FROM:</b> Alex Villatoro Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
<b>EMAIL:</b> harose@PVAMU.EDU	<b>EMAIL:</b> Alex.Villatoro@carahsoft.com
<b>PHONE:</b> (936) 261-9353	<b>PHONE:</b> (703) 921-4089 <b>FAX:</b> (703) 871-8505

<b>TERMS:</b> DIR Contract No. DIR-CPO-5437 Expiration Date: 07/29/2029 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Texas VID#: 1522189693700 Sales Tax May Apply	<b>QUOTE NO:</b> 60659719 <b>QUOTE DATE:</b> 10/16/2025 <b>QUOTE EXPIRES:</b> 11/15/2025 <b>RFQ NO:</b> <b>SHIPPING:</b> ESD <b>TOTAL PRICE:</b> \$38,158.20 <b>TOTAL QUOTE:</b> \$38,158.20
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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE		QTY	EXTENDED PRICE
4	Carahsoft	Commerce Cloud - Project Manager Delivered by Integral Partners Carahsoft Technology Corporation - 121-SVC068	\$444.77	\$263.16	TX DIR	120	\$31,579.20
5	Carahsoft	Commerce Cloud - Technical Architect Delivered by Integral Partners Carahsoft Technology Corporation - 121-SVC078	\$470.64	\$263.16	TX DIR	25	\$6,579.00
<b>SUBTOTAL:</b>							\$38,158.20
<b>TOTAL PRICE:</b>							<b>\$38,158.20</b>
<b>TOTAL QUOTE:</b>							<b>\$38,158.20</b>



# carahsoft®

Carahsoft & Xalient – for the benefit  
of PVAMU – IGA Foundation

# CHANGE ORDER NO 0001 – CARAHSOFT AND XALIENT (formerly Integral Partners) FOR THE BENEFIT OF PVAMU – IGA FOUNDATION

## IDENTIFICATION & PURPOSE

This Change Order 0001 ("CO") is entered into on September 16, 2025 ("Effective Date") by and between

1. **Carahsoft** ("Carahsoft"), and
2. **Prairie View A&M University** ("Customer"),
3. Pursuant to the Statement of Work by and between Integral Partners LLC and Customer dated April 26, 2024 ("SOW").

Carahsoft and Customer are each referred to in this Agreement as a "Party" and collectively as the "Parties".

Carahsoft and Customer agree to amend the terms and conditions of the SOW and any prior change orders to the SOW as specified herein. This CO sets forth all of the amendments to the SOW and any prior change orders to the SOW. Unless specified herein, the terms and conditions of the SOW and any prior change orders to the SOW will remain in full force and effect.

Capitalized terms not defined herein will have the meanings set forth in the SOW. If there is a conflict between the terms and conditions of this CO, the SOW or any prior change orders to this SOW, the terms and conditions of this CO will take precedence.

**THIS CO WILL AUTOMATICALLY EXPIRE AND WILL BE NULL AND VOID IF NOT EXECUTED BY CUSTOMER PRIOR TO OCTOBER 31, 2025.**

If you have any questions regarding this CO, please contact the following representatives for each Party:

### FOR XALIENT

Ryan Cluff  
[Ryan.Cluff@xalient.com](mailto:Ryan.Cluff@xalient.com)  
(801)949-5520

### FOR CUSTOMER

Henry Rose  
[harose@PVAMU.EDU](mailto:harose@PVAMU.EDU)

For Carahsoft:

Alex Villatoro  
[Alex.villatoro@carahsoft.com](mailto:Alex.villatoro@carahsoft.com)

703-921-4089

## SCOPE & APPROACH

The following Services will be ADDED to the Scope of Work ("Additional Scope of Work"):

### Services

The Scope of Work will include the following services ("Additional Services"):

1. Complete the onboarding and configurations for these additional or existing sources:
  1. Workday – Per the detailed requirements and design completed, finalize the creation and configuration of SQL Loader source to aggregate Workday records
  2. Banner Employee Writeback – Finalize the remaining configurations of the JDBC source to stage new and updated employee records into Banner and is dependent on the SQL loader of the data from Workday.
  3. Active Directory - Configuration of an additional Active Directory source to meet the final requirements and design including the capabilities to meet the lifecycle management scenarios
2. Finalize the additional configurations required for these lifecycle management processes:
  1. Employee & Banner Identity Profile – Per the completed detailed requirements and design complete the attribute mapping configurations and transforms to determine lifecycle state
  2. Joiner/Rehire Workflow - Per the completed detailed requirements and design configure an additional workflow to handle the creation of AD accounts and mailboxes for employees who are also students
  3. Birthright roles – Finalize the design and configuration of the required role creation that will allow for provisioning of access such as M365 licenses or other access as required
3. Additional testing and go-live activities:
  1. Complete the additional testing required for the employee joiner/leaver process
  2. Complete the migration of code and configurations from the non-production environment to production including production deployment validation

## RESOURCES, TIMELINE & COST

The Resources, Timeline, Fees and Cost will be EXTENDED as follows for the Additional Scope of Work:

Xalient expects to staff the following resources in the table below for an additional five (5) weeks ("Additional Duration") to perform the Additional Scope of Work ("Additional Resources").

Xalient expects to start the Scope of Work on September 29, 2025 (or mutually agreeable start date) and complete the Additional Scope of Work by October 31, 2025 (depending on the actual start date and Duration) ("Additional Timeline").

Xalient/Carahsoft calculates the cost to complete the Additional Scope of Work to be thirty-eight thousand one hundred fifty-eight dollars and twenty cents (\$38,158.20) in fees ("Additional Fees"), as indicated in the table below:

Resource	Hours	Hourly Rate	Fees
Principal Technical Architect	120	\$263.16	\$31,579.20
Project Manager	25	\$263.16	\$6,579.00
Total			<b>\$38,158.20</b>

The total estimated cost to complete the Additional Scope of Work is the sum of Fees and Expenses or thirty-eight thousand one hundred fifty-eight dollars and twenty cents (\$38,158.20) ("Additional Budget").

For the avoidance of doubt, the total estimated cost to complete the Scope of Work under the SOW and any prior change order(s) to the SOW, if any, with the Additional Budget is now one hundred eighty-four thousand, five hundred sixteen dollars and seventy-two cents (\$184,516.72) ("Budget").

Assumptions

The following assumptions will be ADDED:

- 1. Xalient will provide thirty (30) hours in addition to the hours described in the fees section at no charge to Customer. These hours will be tracked and invoiced as non-billable hours.
- 2. Customer will dedicate a technical resource to the engagement that will complete some of the technical tasks required to deliver the remaining scope.
- 3. Customer will place the Workday file on a file share accessible to Xalient in the development environment with the same frequency as expected in production
- 4. Account creation in Banner will be handled by an internal process managed by Customer
- 5. All functional testing execution and test data set up to be completed by Customer resources
- 6. Xalient resources will move configurations to the production environment and Customer resources will execute and take ownership of all other production go-live activities
- 7. The billable fees include up to ten (10) hours of bug fixing from any findings discovered during testing
- 8. The billable fees include up to ten (10) hours of post-production support and or bug fixing as needed.

\* \* \* \* \*


Change Order v20250101


By signing this CO, each Party signatory represents and warrants that they reviewed and agree to all terms and conditions in this CO and that they have the power and authority to enter into this CO on behalf of their Party.

THIS CO HAS BEEN DULY EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF THE RESPECTIVE PARTIES AND SHALL BE LEGALLY VALID AND BINDING UPON THE PARTIES AS OF THE LAST SIGNATORY DATE BELOW.

**FOR Carahsoft Technology Inc.**

**FOR CUSTOMER**

Signature:   
Name: Elaine Shadid  
Title: Service Contract Specialist  
Date: 11/10/2025

Signature:   
Name: Robert Hall  
Title: Director, Procurement and Contract Admin  
Date: 11/12/2025 | 4:10 PM CST

**VENDOR CONTRACT ADDENDUM**  
**between**  
**PRAIRIE VIEW A & M UNIVERSITY**  
**AND**  
**CARAHSOFT TECHNOLOGY CORPORATION-CARAHSOFT-XALLIENT**

This addendum (“Addendum”) amends and supplements the **Service Agreement** (“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 Carahsoft-Xalient-Carahsoft Technology Corporation, (“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 Indemnities (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  
P.O. Box 519 MS 1460  
Prairie View, TX 77446  
Attention: Stephanie Garner  
Telephone: 936-261-9360  
Email: slgarner@pvamu.edu

**With a copy to:**

Prairie View A&M University)  
P.O. Box 519, M.S. 1311  
Prairie View, Texas 77446-0519  
Telephone: 936-261-1902  
Email: contracts@pvamu.edu

**PROVIDER:**

Carahsoft-Xalient  
1434 Spruce St., Ste. 100  
Boulder, CO 80302  
Attention: Ryan Cluff  
Telephone: 801-949-5520  
Email: Ryan.Cluff@xalient.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.

**Cloud Computing Services.** As of the Effective Date, PROVIDER certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide PVAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of PVAMU’s request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, PVAMU may immediately terminate this Agreement, and PROVIDER will provide a refund to PVAMU of any prepaid fees.

**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.

**FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), PVAMU hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or PVAMU in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

**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.

**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

**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

CARAHSOFT-XALIENT

Robert Hall  
Signature

Robert Hall  
Name

Director, Procurement and Contract Admin  
Title

11/12/2025 | 4:10 PM CST  
Date

Signed by:  
David Cox  
996246E9E9534BD...  
Signature

David Cox  
Name

VP Global Identity & Advisory Services  
Title

30-Oct-2025  
Date

**APPENDIX A – INSURANCE**

1. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to PVAMU. By requiring such minimum insurance, PVAMU shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to PVAMU at least ten days before the effective date of the cancellation.

**A. Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for PVAMU. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

**B. Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

**C. Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.



2. PROVIDER shall deliver to PVAMU evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must be endorsed to name Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
4. All insurance policies must be endorsed to provide a waiver of subrogation in favor of Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies.
5. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to PVAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
6. Any deductible or self-insured retention must be declared to and approved by PVAMU prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
7. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following: [insurecert@tamu.edu](mailto:insurecert@tamu.edu)
8. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by PVAMU in writing.