

**PROPOSAL FROM
WENDY C. DORIVAL
FOR ACCREDITATION CONSULTING
SERVICES FOR
THE PRAIRIE VIEW A&M UNIVERSITY
POLICE DEPARTMENT**

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PREPARATION FOR IACLEA INITIAL CAMPUS LAW ENFORCEMENT ACCREDITATION FOR THE PRAIRIE VIEW A&M UNIVERSITY POLICE DEPARTMENT

SECTION 1: SCOPE OF WORK

Project Initiation

To start the initial accreditation process, Wendy Dorival (consultant) will have meetings with key Prairie View A&M University Police Department (PVAMU) staff. During the site visit the consultant will provide staff with an overview of the International Association of Campus Law Enforcement Administrators (IACLEA) accreditation process. A site visit by the consultant is strongly recommended to allow the consultant to meet staff, conduct inspections and train the assigned Accreditation Manager. The site visit will determine the tools and resources needed to begin the self-assessment process.

Self-assessment is the internal review of an agency's operations, management, and practices to determine compliance with applicable standards. This process involves a thorough examination of the IACLEA standards. For initial accreditation, IACLEA verifies compliance through an onsite assessment.

1a: Understanding the IACLEA Accreditation Process

The IACLEA Law Enforcement Accreditation program consists of standards specifically linked to life, health, and safety issues, as well as those standards identified as essential to the effective delivery of services for contemporary campus law enforcement agencies. If PVAMU is successful, it will be accredited by IACLEA for a period of 4 years.

1b: Agreement with the International Association of Campus Law Enforcement Administrators (IACLEA), Inc.

The consultant will assist PVAMU with review and execution of the agreement for the IACLEA accreditation program if necessary. The consultant does not represent IACLEA. The consultant is law enforcement accreditation expert that can assist PVAMU with preparing for the accreditation process.

1c: Assignment of Accreditation Manager

The Chief of Police will designate an Accreditation Manager. This will be the primary point of contact for the consultant. The consultant will confer regularly with the Accreditation Manager who will be responsible for implementation of the program and will be the primary liaison with IACLEA staff. The Accreditation Manager will have regular contact with the IACLEA Program Manager.

1d: Accreditation Manager Training

The designated Accreditation Manager will receive training from the consultant. The training provided will equip the Accreditation Manager in the accreditation process,

interpreting standards, developing policies, gathering proofs of compliance and preparing for assessments.

le: Accreditation Software (PowerDMS) and Training

The PVAMU will use required software, PowerDMS, to assist with the accreditation process. IACLEA mandates that all candidate agencies participate in IACLEA Accreditation Manager Training. The consultant will provide the Accreditation Manager with additional training and technical assistance on how to use PowerDMS.

STEP 2: READINESS ASSESSMENT

2a: Review of the PVAMU Written Directives The consultant will conduct a thorough review of the PVAMU policy system and compare existing orders to IACLEA standard requirements. The consultant(s) will identify deficient written directives and suggest changes or additions to policy to bring the policy into IACLEA standard compliance.

2b: Policy & Directive Review

To comply with applicable IACLEA standards, the PVAMU policies may be required to be created or amended. The consultant will make recommendations, but only the Chief of Police can order and implement the changes. It is imperative that recommendations for policy revisions be accepted and implemented, or the agency may find itself deficient in applicable IACLEA standards.

2c: Facility Inspection

The consultant will inspect the police department and city facilities for IACLEA standard compliance. This will include evidence preparation/storage areas, communications/generator, security, prisoner temporary detention areas, suspect interview/interrogation rooms and holding facility (if applicable). Modifications may need to be made to bring facilities into standard compliance.

2d: Vehicle and Equipment Inspection

The consultant will inspect agency vehicles and specialized equipment for standard compliance. Modifications may need to be made to bring equipment into standard compliance.

2e: Preparation of files for each IACLEA standard and file maintenance

The consultant will assist the Accreditation Manager with preparation of individual files for each IACLEA standard. Each file represents a single standard and bullets (if applicable). The file will consist of IACLEA standard language, written directives (if required) and proof(s) of compliance that are properly highlighted. Consultant will assist the Accreditation Manager with identifying sources of written directives and proofs. If the agency does not have an existing policy that is in compliance with IACLEA standards, the consultant will assist in locating and preparing adequate directives.

STEP 3: STANDARDS COMPLIANCE / MOCK ASSESSMENT

3a: File Building

The Accreditation Manager will upload completed standards files into the Power DMS software. Consultant will have access to the PowerDMS software system with the appropriate rights to verify that the documents are built properly from a IACLEA assessor's perspective.

3b: Mock Assessment

IACLEA strongly recommends that the Accreditation Manager arrange for a full mock assessment of the standards files. Agencies that do not perform a mock assessment often face difficulties during the official onsite assessment. The mock assessment serves as a trial run for the agency to identify and correct deficiencies prior to the final assessment.

The consultant will assist the Accreditation Manager with preparing for and participating in a mock on-site assessment. Mock assessments can be conducted by the consultant or PVAMU can elect to have external mock assessors from other IACLEA-accredited campus law enforcement agencies. External mock assessors are not provided under this agreement.

3c: Post-Mock Assessment

The consultant will prepare a summary of the mock assessment. The consultant will review deficiencies and suggestions from the mock assessors and may recommend changes to written directives or facilities. Documentation of this review will be provided to the Chief of Police.

STEP 4: ON-SITE ASSESSMENT

4a: Preparation for On-Site Assessment

The consultant will assist the Accreditation Manager with logistics for the on-site assessment. The on-site dates are selected in coordination with IACLEA staff only after a successful mock assessment and the approval of IACLEA. The consultant will provide feedback and recommendations to prepare the agency for successful accreditation; however, there are no expressed guarantees as the success of accreditation is based on what the agency is able and willing to implement.

4b: On-Site Assessment

The consultant will be available to PVAMU during the on-site assessment via telephone. The consultant will assist the Accreditation Manager with any issues or deficiencies identified by the on-site assessment team.

4c: After-Action Report

IACLEA will supply PVAMU with a final report that will outline deficiencies observed and recommendations for improvement. If necessary, the consultant will prepare a summary of the on-site assessment deficiencies and make recommendations.

4d: IACLEA Commission Meeting

After the final assessment report is released by IACLEA to PVAMU, the assessors will present the assessment results to the IACLEA Commissioners. The IACLEA assessors elected by the commissioners present their findings of the onsite assessment. The IACLEA Commissioners are the only ones that make the final determination if the agency is awarded accreditation.

SECTION 2: AGREEMENT

1a. Responsibilities

Consultant:

- Provide expertise, training, and recommendations related to IACLEA standards.
- Assist with preparation and organization of accreditation files.
- Support the Accreditation Manager throughout the process.

Client (PVAMU):

- Assign an Accreditation Manager as the primary point of contact.
- Implement recommended policy, directive, or facility changes as needed.
- Ensure participation in IACLEA-required training and maintain PowerDMS access.

1b. Deliverables

- Training for Accreditation Manager.
- Policy and directive review with recommendations.
- Facility, vehicle, and equipment inspection reports.
- File preparation assistance.
- Mock assessment preparation and post-assessment summary.
- On-site assessment support.
- Final recommendations following IACLEA's report, if necessary.

1c. Limitations

- The Consultant does not represent IACLEA and cannot guarantee accreditation.
- Accreditation is solely determined by IACLEA Commissioners based on PVAMU's compliance.
- External mock assessors are not included in this Agreement.

SECTION 3: RATE AND EXPENSES

1a: Hourly Rate:

Consultant - \$60

The consultant estimates it would require 20 hours a week, 80 hours a month to provide adequate consulting services. During the initiation phase of the project additional billable hours may be required during visits to PVAMU, to conduct mock and onsite assessments. If the consultant determines that more time is needed in any given month, the consultant will notify the Chief of Police in advance before incurring additional hours.

1b: Travel Expenses

Travel expenses for visits to the PVAMU will be reimbursed by the University. Expenses will include, flights, lodging accommodations, taxi, rideshare or shuttle services from the airport to accommodations and to the University. The University will provide a meal allowance/per diem based on the rates provided by the University to their vendors if applicable.

1c: Acceptance

By signing below, the parties agree to the terms of this Agreement.

Consultant

Wendy Dorival

Date: 1/30/2026 | 2:23 PM CST

**Wendy Dorival
1191 Peach Creek Drive
Osteen Fl 32764**

Prairie View A&M University Police Department

Authorized Representative *Casey J. Davis*

Date: 2/1/2026 | 12:56 PM CST

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Consulting Services Proposal** (“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 Wendy C. Dorival, (“D. Wendy Dorival”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and D. Wendy Dorival 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. D. Wendy Dorival shall hold PVAMU’s data in confidence. D. Wendy Dorival shall only use or disclose PVAMU’s data for the purpose of fulfilling D. Wendy Dorival’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. D. Wendy Dorival shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of D. Wendy Dorival that have a need to access the PVAMU’s data in order for D. Wendy Dorival to perform its obligations under this Agreement. D. Wendy Dorival shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on D. Wendy Dorival in this Agreement.

D. Wendy Dorival 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. D. Wendy Dorival’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 D. Wendy Dorival has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action D. Wendy Dorival has taken or will take to prevent future similar unauthorized use or disclosure. D. Wendy Dorival shall provide such other information, including a written report, as reasonably requested by PVAMU.

D. Wendy Dorival 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, D. Wendy Dorival, 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. D. Wendy Dorival shall provide PVAMU with at least ten (10) days’ written notice of D. Wendy Dorival’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, D. Wendy Dorival 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 D. Wendy Dorival under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) D. Wendy Dorival’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of D. Wendy Dorival 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 D. Wendy Dorival’s service to PVAMU. Except as specifically required under the terms of this Agreement, D. Wendy Dorival (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, D. Wendy Dorival is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. D. Wendy Dorival 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. D. Wendy Dorival shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

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

Non-Assignment. D. Wendy Dorival 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 D. Wendy Dorival 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
University Police Department
36142 Owens Rd.
Prairie View, Texas 77446
Attention: Casey J. Davis
Telephone: 936-261-1372
Email: cjdavis@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

D. Wendy Dorival:

Wendy C. Dorival
1191 Peach Creek Drive
Osteen Fl 32764
Attention: Wendy C. Dorival
Telephone: 407-227-5692
Email: dorival.wendy@gmail.com

Organization. If D. Wendy Dorival is a business entity, D. Wendy Dorival 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 D. Wendy Dorival has been duly authorized to act for and bind D. Wendy Dorival. Upon PVAMU's request, D. Wendy Dorival shall promptly deliver to D. Wendy Dorival (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 D. Wendy Dorival for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of

performance by D. Wendy Dorival, then within thirty (30) days after cancellation and/or termination, D. Wendy Dorival will reimburse PVAMU for all advance payments paid by PVAMU to D. Wendy Dorival that were (i) not earned by D. Wendy Dorival prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from D. Wendy Dorival 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 D. Wendy Dorival. 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. D. Wendy Dorival 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"). D. Wendy Dorival shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that D. Wendy Dorival fails or is unable to do so, PVAMU may immediately terminate this Agreement, and D. Wendy Dorival 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, D. Wendy Dorival 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, D. Wendy Dorival 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. D. Wendy Dorival 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 D. Wendy Dorival or in the transaction that is the subject of this Agreement.

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*, D. Wendy Dorival 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 D. Wendy Dorival to attempt to resolve any claim for breach of contract made by D. Wendy Dorival that cannot be resolved in the ordinary course of business. D. Wendy Dorival 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 D. Wendy Dorival’s claim and any counterclaim and negotiate with D. Wendy Dorival 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 D. Wendy Dorival is providing goods to PVAMU under this Agreement, D. Wendy Dorival 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. D. Wendy Dorival represents and warrants that D. Wendy Dorival 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. D. Wendy Dorival 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, D. Wendy Dorival 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.

D. Wendy Dorival 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 D. Wendy Dorival is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then D. Wendy Dorival certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that D. Wendy Dorival 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. D. Wendy Dorival has indicated it will not subcontract any of its duties or obligations under this Agreement. If D. Wendy Dorival will subcontract any of its duties and obligations under this Agreement, D. Wendy Dorival 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 D. Wendy Dorival and PVAMU may terminate this Agreement without further duty or obligation hereunder. D. Wendy Dorival 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 D. Wendy Dorival for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. D. Wendy Dorival 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 D. Wendy Dorival 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*, D. Wendy Dorival agrees that any payments owing to D. Wendy Dorival under this Agreement may be applied directly toward certain debts or delinquencies that D. Wendy Dorival 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. D. Wendy Dorival 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 D. Wendy Dorival is an individual, by signing this Agreement, D. Wendy Dorival 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 Engaging in Business with Certain Countries and Organizations. D. Wendy Dorival 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*. D. Wendy Dorival 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. D. Wendy Dorival 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, D. Wendy Dorival 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. D. Wendy Dorival 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 D. Wendy Dorival agrees that this Agreement can be terminated if D. Wendy Dorival knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. D. Wendy Dorival 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. D. Wendy Dorival agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. D. Wendy Dorival 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 D. Wendy Dorival upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

WENDY C. DORIVAL

Robert Hall

Wendy Dorival

Signature

Signature

Robert Hall

Wendy Dorival

Name

Name

Director, Procurement and Contract Admin

Title

Title

2/1/2026 | 7:39 PM CST

01/23/2026

Date

Date