

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

1. BIDDING REQUIREMENTS.

- 1.1 Bidder must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB).
- 1.3 Bids should be submitted electronically via the AggieBuy e-procurement platform, or as otherwise instructed. If allowed, mailed bids should be placed in a separate envelope, completely and properly identified. Bids must be received by Texas A&M AgriLife Purchasing Department on or before the hour and date specified for the bid opening.
- 1.4 Bids sent via U.S. Postal Service should be addressed to Texas A&M AgriLife Purchasing, 2147 TAMU, College Station, TX 77843-2147. For delivery service (UPS, FedEx, etc) or hand deliveries requiring a street address, send bids to Texas A&M AgriLife Purchasing, 578 John Kimbrough Blvd., AGSV Building, Room #419, College Station, TX 77843-2147.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed" or INCO terms "Delivered Duty Paid for products imported in the United States." If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for a minimum of 90 days after bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 Bid may not be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or authorized agent of bidder. No bid may be withdrawn after opening time without approval by Texas A&M AgriLife Purchasing Department.
- 1.9 Purchases made for use by the Agency are exempt from State Sales tax and Federal Excise tax. Do not include tax in bid. Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.10 The Agency reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Agency and to reject any and all bid items at the sole discretion of the Agency. The Agency also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the Agency.
- 1.11 Any resulting agreement may be extended up to three months at the sole discretion of the Agency.
- 1.12 Preferences may be given to bids pursuant to Texas Government Code §2155.441-452 (check any that are applicable):
 - Products of persons with mental or physical disabilities
 - Energy efficient products
 - Rubberized asphalt paving material
 - Texas and United States products and Texas services (Preference given to Texas bidder and Service-Disable Veteran)
 - Recycled, remanufactured, or environmentally sensitive products
 - Paper containing recycled fibers
 - Recycled motor oil and lubricants
 - Products and services from economically depressed or blighted areas
 - Products produced at facilities located on formerly contaminated property
 - Bidders that meet or exceed air quality standards
 - Bidders providing goods of higher nutritional value
- 1.13 The telephone number for fax submission of bids is 979-458-1217. The Agency shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

- 1.14 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation of antitrust violations.
- 1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS.

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

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

- Texas Agricultural Product
- Texas Product
- Texas bidder and Service-Disable Veteran
- Texas bidder
- U.S. Product

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

4. DELIVERY.

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

5. INSPECTION AND TESTS. All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any bidder's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample and the cost of the testing shall be borne by the bidder. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned

to the bidder or held for disposition at bidder's risk and expense. Latent defects may result in revocation of acceptance.

- 6. BIDDER AFFIRMATIONS.** Submission of a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contract, and the bidder shall be removed from all bid lists. By submitting a bid, the bidder hereby certifies the following:
- 6.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
 - 6.2 If bidder is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then bidder certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that bidder is exempt from the payment of franchise (margin) taxes.
 - 6.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in §15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 6.4 The Agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under §2155.004(b), Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.
 - 6.5 The bidder shall defend, indemnify, and hold harmless the State of Texas and Agency, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any resulting purchase order.
 - 6.6 Pursuant to §2107.008 and §2252.903, Texas Government Code, bidder agrees that any payments due under any resulting purchase order will be applied towards any debt or delinquency that is owed to the State of Texas.
 - 6.7 Bidder certifies that they are in compliance with §669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency. If §669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
 - 6.8 Bidder agrees to comply with Texas Government Code §2155.4441, pertaining to service contract use of products produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this state.
 - 6.9 Bidder understands that acceptance of funds under any resulting purchase order acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Bidder further agrees to cooperate fully with the State Auditor's Office, or its successor, in the conduct of the audit or investigation, including providing all records requested. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract awards.
 - 6.10 Pursuant to Chapter 2271, Texas Government Code, bidder certifies bidder 1) does not currently boycott Israel and 2) will not boycott Israel during the term of any resulting purchase order or contract. Bidder acknowledges any resulting agreement with the Agency may be terminated and payment withheld if this certification is inaccurate.

- 6.11 Pursuant to Subchapter F, Chapter 2252, Texas Government Code bidder certifies bidder is not engaged in business with Sudan, Iran, or a foreign terrorist organization. Bidder acknowledges any resulting agreement with the Agency may be terminated and payment withheld if this certification is inaccurate.
 - 6.12 A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. Under §2155.0061, Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate."
 - 6.13 By executing and/or accepting any resulting agreement, bidder and each person signing on behalf of bidder certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the Agency or TAMUS, has direct or indirect financial interest in the award of any resulting agreement, or in the services to which this agreement relates, or in any of the profits, real or potential, thereof.
 - 6.14 Bidder acknowledges and understands that §2252.901, Texas Government Code, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the Agency within the past twelve (12) months. If bidder is an individual, by accepting any resulting purchase order or contract, bidder certifies that §2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
 - 6.15 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 (a) all arrears have been paid or (b) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under §231.006, Texas Family Code, the bidder certifies that the individual or business entity named in this bid and any resulting contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 6.16 Bidder acknowledges it is their responsibility to ensure that employees participating in work for any Texas A&M System member have not been designated by the Texas A&M System as Not Eligible for Rehire as defined in System Policy 32.02, §4. Non-conformance to this requirement may be grounds for termination of any resulting agreement.
- 7. CONFLICTING TERMS & CONDITIONS.** As a bidder responding to this invitation for bid, upon submission of your response, regardless of the format of your submission, you and the entity you represent are agreeing to the terms and conditions presented herein. Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them in its bid response.
- WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.**
- 8. AWARD OF CONTRACT.** A response to an IFB is an offer to contract with the Agency based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted, and an authorized purchase order is issued.
 - 9. PAYMENT.** All invoices shall be itemized, showing order number and Agency purchase order number. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments will be made by direct deposit whenever possible. In order to receive payment under any resulting contract, vendor must electronically submit an invoice to the Agency as instructed on the purchase order.

The invoice must include the following information and/or attachments to ensure payment:

- (1) Name and address of the vendor.
- (2) Vendor's Texas Identification Number (TIN).
- (3) Vendor's invoice remittance address.
- (4) The purchase order or contract number authorizing the delivery of products or services.
- (5) A description of what the vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the vendor must also include the payment number (e.g., 1 of 36).

Please note: If the invoice is not emailed as instructed, payment may be delayed.

10. **PATENTS OR COPYRIGHTS.** The bidder agrees to protect the Agency from claims involving infringement of patents or copyrights.
11. **BIDDER ASSIGNMENTS.** Bidder hereby assigns to the Agency any and all claims for overcharges associated with any resulting contract which arise under the antitrust laws of the United States 15 U.S.C.A. §1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
12. **PUBLIC INFORMATION.** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Pursuant to Texas Government Code, §552.021 and §552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. Please submit requests for information via email to openrecords@ag.tamu.edu.
Bidder acknowledges that the Agency 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 any resulting agreement, as well as any other disclosure of information required by applicable Texas law. Upon the Agency's written request, bidder will promptly provide specified contracting information exchanged or created under any resulting agreement for or on behalf of the Agency. Bidder acknowledges that the Agency may be required to post a copy of the fully executed agreement on its Internet website in compliance with §2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resulting agreement, and bidder agrees that any resulting agreement can be terminated if bidder knowingly or intentionally fails to comply with a requirement of that subchapter.
13. **EXPORT CONTROL.** Bidder agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, the Agency typically does not take receipt of export-controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by the Agency. Bidder agrees that it will not provide or make accessible to the Agency any export controlled Materials without first informing the Agency of the export-controlled nature to the Materials and obtaining from the Agency its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to the Agency. Bidder agrees to obtain government approval or export license, if required, from the appropriate US Government agency and to share that information with the Agency prior to delivery of such Materials. In the event that any purchased item is export controlled under the U.S. Export Control Regulations, bidder shall provide the Agency with the export control classification and failure to do so may result in the cancellation of the respective purchase order or agreement.
14. **VENDOR ACCESS.** Bidder hereby acknowledges responsibility to comply with all applicable Agency policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by the Agency.

For purposes of this section concerning vendor access, 'Confidential Information' is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social

security number and/or financial account numbers, student education records); intellectual property (as set forth in §51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by the Agency to be essential to the continued performance of the mission of the Agency, the unavailability of which would result in consequences to the Agency.

In the event bidder should obtain or be granted access to Confidential and/or Mission Critical Information of the Agency ("Agency Information"), bidder will keep and protect Agency Information confidential to no less than the same degree of care as required by Agency policies, rules and procedures. At the expiration or early termination of any resulting agreement, bidder agrees to return all Agency Information or agrees to provide adequate certification that the Agency Information has been destroyed. Bidder, its employees, agents, contractors, and subcontractors shall use the Agency Information solely in connection with performance by bidder of the services provided to the Agency pursuant to any resulting agreement, and for no other purpose. Should bidder, its employees, agents, contractors, or subcontractors acquire other Agency Information during the course of any resulting agreement, it shall not be used for bidder's own purposes or divulged to third parties. Bidder shall comply with all terms and conditions of any Agency non-disclosure agreement applicable to any resulting agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of any resulting agreement and the eligibility for bidder to receive any Agency Information from the Agency for a period of not less than five (5) years.

Both parties shall each provide contact information for specific individuals. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should bidder have a need to access Agency Information, that request shall be directed to the Agency's designated contact. Further, bidder is responsible for reporting all security breaches directly to Texas A&M AgriLife Information Technology's Chief Information Security Officer.

15. **ACCESS BY INDIVIDUALS WITH DISABILITIES.** Bidder represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to the Agency under any resulting agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent bidder becomes aware that the EIRs, or any portion thereof, do not comply then bidder represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.
16. **SUSTAINABILITY.** The Agency is committed to Agency-wide sustainability initiatives. Support of these initiatives necessarily includes the purchase of goods and services that minimize the impact on the environment to the greatest extent possible. The Agency requests bidder's assistance in campus sustainability initiatives by informing in any bid response, or other discussions, of bidder's sustainability practices or environmentally sustainable product offerings. For example, alternative products available from bidder which may be recyclable or reusable, end of life (obsolescence) return of equipment to bidder, energy-saving devices, return to bidder of shipping containers, packaging or like excess materials.
17. **DISPUTE RESOLUTION.** Bidder must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under any resulting agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code.

To initiate the process, vendor shall submit written notice, as required by Subchapter B, to:

Dr. Elizabeth Parker, Texas A&M AgriLife Research
Dr. Angela Burckham, Texas A&M AgriLife Extension Service
Dr. Amy Swinford, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties' agreement. Compliance by vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

18. FORCE MAJEURE. Neither party will be in breach of its obligations under any resulting agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if, and to the extent that, it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s).

Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

19. INDEPENDENT CONTRACTOR. Bidder, if awarded a contract, is an independent contractor, and neither bidder, nor any employee of bidder, shall be deemed to be an agent or employee of the Agency. The Agency will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Bidder shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of the Agency relative to conduct on its premises.

20. GOVERNING LAW. The validity of any resulting agreement and all matters pertaining to any resulting 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.

21. VENUE. Pursuant to §85.18, Texas Education Code, venue for any suit filed against the Agency shall be in Brazos County, Texas.

22. RECORDS RETENTION. Bidder shall preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to any resulting agreement for the duration of the agreement and for seven (7) years after the conclusion of the agreement.

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

24. TERMINATION.

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

24.2 Cause/Default. In the event of substantial failure by vendor to perform in accordance with the terms of any resulting agreement, the Agency may terminate any resulting agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the Agency.

24.3 Loss of Funding. Any resulting agreement is subject to termination or cancellation, without penalty to the Agency, either in whole or part, subject to availability of state, federal or local funding.

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