



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

**REQUEST FOR QUALIFICATIONS
FACILITY PROGRAMMING SERVICES
RFQ NUMBER: RFQ01 FPC-23-167**

**QUALIFICATIONS SUBMITTAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on August 17, 2023**

**EMAIL RFQ RESPONSES TO:
SOPROUREMENT@TAMUS.EDU
SUBJECT LINE: FPC-23-167 FACILITY PROGRAMMING SERVICES**

NOTE: SUBMITTAL must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of submittal as stated within Section 2.4 of this RFQ. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Executive Director
Procurement and Business Services | HUB Program
The Texas A&M University System
soprourement@tamus.edu

All submittals shall become the property of the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 2.8 for more information regarding public information.

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SECTION 1 GENERAL

1.1 **Scope**

The Texas A&M University System (A&M System) is soliciting statements of qualifications from firms (“Respondent”) with an established history of expertise and qualifications for facility programming to develop a comprehensive Program of Requirements (POR) or Statement of Work (SOW) in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). The A&M System is responsible for providing timely and efficient services in a fiscally sound manner throughout all phases of project development. The A&M System further strives to ensure that proper planning for a new or renovated facility provides a safe and accessible environment for the public; complies with state and federal codes and regulations; is visually attractive; adheres to the adopted architectural design policies; incorporates durable institutional quality materials and construction techniques; is functionally enduring, energy conserving and economical to construct and maintain. In addition, the A&M System is dedicated to the campus master plans that support ongoing program development to improve and expand all physical facilities in support of the teaching, research and service missions of each university and agency (collectively referred to as “Members”) within the A&M System.

It is the intent of the A&M System to establish a master services agreement (“Agreement”) with more than one company to meet the needs of the A&M System and its Members. These expertise and qualifications shall be administered in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ) for all A&M System Office managed construction projects and Member managed construction projects. All Members have the option to utilize any firm awarded as a result of this RFQ.

By submitting a response, each Respondent certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and the amount of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed.

1.2 **About the A&M System**

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$7.2 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the Texas A&M System educates more than 152,000 students and makes more than 24 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help drive the state’s economy. More information about the Texas A&M University System and all of its members can be found at <http://www.tamus.edu/about/>.

1.3 **Priorities/Expectations**

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all A&M System Members in a timely, cost-effective manner. The A&M System is seeking a Respondent(s) that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.
- (b) *Level of Experience and Expertise.* Respondent must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by the A&M System.
- (c) *Delivery Efficiency.* Respondent must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by the A&M System.

1.4 Performance Period

The intention of this RFQ is to qualify firms to be included in a pool for the services defined in this RFQ. Should the A&M System, in its sole discretion, enter into an Agreement with the successful Respondent(s) as a result of this RFQ, the Agreement shall be effective as of the date that is agreed upon by the A&M System and successful Respondent(s). The A&M System anticipates that the initial term of such Agreement will extend for two (2) years, with the option to renew for up to an additional two (2) one-year terms, providing all parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful Respondent.

SECTION 2 INSTRUCTION FOR RESPONDENTS

2.1 General Information

The A&M System is soliciting submittals from qualified firms, hereafter referred to as Respondent(s) and/or VENDOR(s), who have significant experience in providing facility programming services of superior quality at competitive pricing. These basic services are outlined in the Scope of Work (Section 3).

Facility programming services may be provided under the general supervision of the A&M System Office of Facilities Planning and Construction (FP&C). However, the individual A&M System Members also have authority to utilize any resulting Agreement to directly contract for these services.

This RFQ outlines requirements as specified in the Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

The Respondent(s) selected shall have an excellent track record for providing these services relative to the size and scope of the A&M System projects and shall agree to provide these services to the A&M System with a top priority commitment. The A&M System may select as many Respondents as needed to ensure coverage throughout the State of Texas at the various A&M System members' locations.

This RFQ contains specific requests for information. Respondents are encouraged to examine all sections of this RFQ carefully, in that the degree of interrelationship between sections is critical. In responding to this RFQ, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFQ have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFQ, the subject being referred to is to be a required feature of this RFQ and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFQ specifications must be clearly identified by the Respondent in its submittal.

Expenses for developing and presenting submittals shall be the entire responsibility of the Respondent and shall not be chargeable to the A&M System. All supporting documentation and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the Respondent, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

The Respondent(s) selected to perform services under this RFQ will be eligible to submit qualifications to the future RFQ for the Prime A/E firm to design the projects they have programmed. Firms are also eligible to serve as a consultant to the design team.

2.2 Calendar of Events

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	A&M System	July 27, 2023
Deadline to Submit Questions	Respondent	August 8, 2023
Release of Response to Questions	A&M System	August 10, 2023

RFQ Responses Due	Respondent	August 17, 2023
Interview Respondents (as needed)	A&M System	TBD
Selection of Qualified Respondents	A&M System	TBD
Agreement Effective Date	Both	September 1, 2023

A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of A&M System and/or in the event A&M System requires more time to assure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.3 Examination of the Request for Qualifications

Before submitting, each Respondent will be held to have examined the A&M System requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFQ.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.4 Submittal Instructions

All qualification submittals must be received by A&M System **no later than 2:00:00 p.m. Central Time (CDT), August 17, 2023**, electronically via email to soprocurement@tamus.edu with the subject line of "RFQ01 FPC-23-167 – Facility Programming Services". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. **Late submittals will not be considered under any circumstances.**

Submittal Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; I) "**company name – Forms**, II) "**company name – Qualification Statement**".

2.5 Submittal Components

The following documents shall be returned as your qualification submittal. Failure to include these documents will be basis for response disqualification.

I. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Signed and notarized Non-Collusion Affidavit (Exhibit B)
- ✓ HUB Participation Plan (Section 3.4)

II. Qualification Statement

- ✓ Qualification Statement (Section 3.3)
- ✓ Service Location Matrix (Exhibit D)

Other Requirements:

- Qualification Statement shall be a MAXIMUM of forty (40) pages. The cover letter, table of contents, divider pages, HUB Subcontracting Plan, and the Exhibits do not count toward this maximum page count. Use of front and back for the qualifications counts as two pages.
- Additional attachments shall NOT be included with the Qualification Statement. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the A&M System for evaluation.
- Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
- Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

Qualification Statement shall consist of answers to questions identified in Section 3.4 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, **it is essential to reference the question number with the corresponding answer.**

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the submittal.

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature on this document may be done electronically with DocuSign, Adobe or another similar tool. While the document must also be notarized, this may be done at a later date due to the COVID-19 pandemic. An agreement may not be executed with the awarded Respondent(s) until this document is fully signed and notarized.

2.6 Inquiries and Interpretations

All technical and scope of work questions concerning this RFQ are to be directed to Jeff Zimmermann, Executive Director of Procurement & Business Services, in writing, at soprocurement@tamus.edu. Respondent may not contact other individuals at A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office to do so. A&M System will publish all questions with responses according to the calendar in Section 2.2 above.

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) at the following site; <http://www.txsmartbuy.com/sp> (Input Agency Number "710" and select "Posted" for the Status)

It is the responsibility of all REpondents to check the ESBD for any and all addenda issued for this RFQ. All such addenda/amendments issued by A&M System prior to the time that qualifications are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in the Execution of Offer.

Only those A&M System replied to inquiries which are made by formal written addenda/amendments shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.7 **Selection Process**

It is the intention of the A&M System to utilize the information received from Respondents qualification submissions to award and form a pool of pre-qualified companies from which it will periodically select participants to assist A&M System and its Members on an as-needed basis. Each project assignment will be documented individually and will extend for as long as agreed to by the parties. A&M System will base its choice on demonstrated competence, knowledge, and qualifications of the Respondent.

The Respondent(s) selected will be the one who's experience and qualifications, as presented in response to this RFQ, establish them, in the opinion of A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System, and ability to assist the A&M System in its efforts to increase HUB participation. A&M System may cancel this RFQ or reject Qualifications at any time prior to an award, and is not required to furnish a statement of the reasons why a particular qualification was not deemed to be the most advantageous.

A&M System, at its sole discretion, may select as many companies as deemed to be in A&M System's best interest to meet the needs throughout the A&M System. All Respondents selected will be required to sign a master agreement. The master agreement does not guarantee that a project(s) assignment will be made. Should A&M System determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Respondent. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the RFQ and the Respondent's qualification as negotiated.

Submission of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process.

It is the intent of A&M System to qualify multiple submissions. A&M System, at its sole discretion, may select as many firms as deemed to be in A&M System's best interest to be included in the pool to meet the needs throughout The Texas A&M University System. The selection of the successful submission(s) may be made by A&M System on the basis of the submissions initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful submission(s) may be made by A&M System on the basis of negotiation with any of the Respondents. A&M System shall not disclose any information derived from the submissions provided by competing Respondents in conducting such discussions.

All submissions must be complete and convey all of the information requested to be considered responsive. If a submission fails to conform to the essential requirements of the RFQ, A&M System alone will determine whether the variance is significant enough to consider the submission susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

The A&M System may perform reference checks and seek further information, as needed from all Respondents whose submission the A&M System, at its discretion, considers viable, based on the initial evaluation and ranking. The Respondent's response to this requirement officially authorizes the A&M System to contact these organizations to discuss the services and other considerations which the Respondent has provided to such organizations and authorizes the organizations to provide such information to the A&M System and Respondent shall and hereby does release and hold harmless the A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the submission.

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept qualifications considered most advantageous, and/or to make the award to the most responsive Respondent(s).

2.8 Public Information Act

- (a) Respondent acknowledges that the A&M System 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 solicitation, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon the A&M System's written request, Respondent will promptly provide specified contracting information exchanged or created under this solicitation for or on behalf of the A&M System.
- (c) Respondent acknowledges that the A&M System may be required to post a copy of any resultant fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant Agreement and the Respondent agrees that the Agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

SECTION 3 SCOPE OF WORK

3.1 **Goal**

The A&M System's objective in developing this RFQ is to receive statements of qualifications from firms experienced in Facility Programming for institutions of higher education. The A&M System's intention, through this RFQ, is to select Respondents to be included in a pool of firms qualified to provide these services.

3.2 **Services for Facility Programming**

Services will include the planning and development of a comprehensive Programs of Requirements (POR) or Statement of Work (SOW) for certain construction projects for A&M System Members as assigned and authorized. In general, the programs will capture and record the requirements for each particular project, clearly define what scope is included in the project, be a basis for sign-off agreement on scope/cost/schedule from leadership of the A&M System Member, and present the information needed by the design architects and engineers in a concise and easily understood format.

Program of Requirements (POR) or Statement of Work (SOW)

A typical POR or SOW could be required to address subjects to include but not be limited to the following, as applicable to a particular project and recommended by the A&M System Office of Facilities Planning and Construction (a POR or SOW template is available for use as a guide from FPC):

Project Description

- User justification – describe the need for the new facility/renovation/infrastructure
- System Strategic Imperative – list imperative and how the project supports
- Campus Master Plan Implementation – describe how the project complies with and supports the implementation goals of the specific member campus master plan
- Project narrative – describe scope
- Goals and Objectives
- Enrollment, faculty, and staff projections for this project
- THECB space projections, campus space utilization score

General Requirements

- Project team members and roles, contact info
- Codes and Regulations and other facility or certification requirements unique to the project
- Target or maximum project budget
 - Total Project Cost (TPC) includes the total AACC and the indirect costs
 - Target the total AACC at 75% of the max project budget (indirect costs generally range from 20% to 30% of the TPC)
 - Construction estimate includes a base bid (90%) and alternates for 10% of the total AACC
 - Construction estimate escalated to mid-point of construction
 - Estimate for movable furnishings based on room data sheets
 - Estimate for movable equipment based on equipment matrix and cut sheets
- Project schedule, as coordinated with A&M System FP&C
- Aspects used to determine success of the project
- Barriers that challenge the success of the project
- Coordination with member institution master plan priorities
- Coordination with member institution support departments (i.e., Technology, Utilities providers, Security, etc.) – identify requirements, roles and responsibilities
- Coordination with member institution CEO/President and CFO – identify CEO/CFO goals

- Notate items that are *not* typically included in the project or budget (for example, computers, phones, moving/relocation expenses, desktop supplies and equipment, maintenance and custodial services, etc.)
- Any sole source products required by member institution with approval documentation from the A&M System for each (sole source pricing should be reflected in the cost estimate)
- Signature page for the project
- Memorandums of understanding, agreements, easements, land ownership transfers, etc. required

Texas Higher Education Coordinating Board (THECB) Requirements

- Project's achievement of any of the THECB goals (60x30 or latest version)
- Predominant building use classification
- Required building efficiency based on primary use
- NASF and E&G SF by room
- NASF and GSF by floor, by building, and total
- Room code for each space

Site Development Requirements

- Site selection studies
- Availability, capacity, and quality of existing site utilities
- On-site and off-site utilities coordination – identify source, contact information, points of connection, etc.
- Drainage, erosion control, and storm water detention requirements and recommendations
- Adjacent uses and buildings
- Archeological survey
- Noise Abatement
- Hazardous materials survey
- Acquisition of property requirement and agreement(s)
- Demolition of existing structures
- Natural features or trees to remain
- Campus landscape requirements
- Site security considerations
- Phasing of development activities

Building Requirements

- Basis of design assumptions for costing: structure material, mechanical & electrical loads, and other system requirements
- Life Cycle criteria per the A&M System FP&C guidelines
- Building maintenance plan to include estimate of preventive maintenance, custodial, & grounds services
- Rainwater, condensate, and gray water collection and reuse requirements and recommendations
- Alternative energy requirements and recommendations
- Sustainability requirements
- Hazardous materials survey (if existing building)
- Re-purposing of existing facilities (if applicable)
- Deferred maintenance evaluation (if renovation/building addition)
- Space requests and needs
- Functional relationships of departments and spaces
- Space conversion opportunities
- Room by room requirements documented in the *Room Data Sheets*

- Matrix of existing and/or new Moveable Equipment, including anticipated future equipment needs, procurement responsibilities (procurement, installation, in/out of project budget) with cut sheets
- Matrix of existing and/or new Moveable Furnishings

Room Data Sheets

- Space use
- Test fits to verify sizing accommodates FF&E, occupancy, and functionality
- Level of finishes for cost assumptions
- Moveable furnishings
- Moveable equipment
- Casework
- Fixtures
- Audio-Visual equipment and infrastructure requirements
- Security equipment and requirements
- Performance requirements of all systems and equipment
- Cut sheets for equipment
- Special sound or vibration requirements beyond the Facility Design Guidelines

Building Configuration and Massing

- Space schematics and flow charts
- Departmental interaction diagrams
- Room-by-room interaction plans
- Horizontal and vertical block stacking diagrams with relative spatial requirements
- No schematic renderings
- No building footprint shaping (unless defined due to site constraints)

Facility Programming Process

The tasks to be performed in the process of developing the specific deliverable could include, but not be limited to, such items as the following:

Task 1 – Discovery

- Kick-off meeting (at A&M System Member campus)
 - + Meet with leadership and appointed representatives of the A&M System Member and the A&M System to define project goals, set the direction for the project, discuss the “big picture” issues that will control program development, discuss the organization of facility or academic departments, and identify stakeholders who will participate in data gathering
 - + Develop a schedule for the programming process including associated user group interviews, workshops, and deliverable due date(s)
- Workshops(s)

Prepare and distribute project questionnaires to stakeholders. Receive and analyze completed questionnaires prior to holding stakeholder workshops. Conduct workshop(s) (multi-day if required) at the A&M System Member campus.

 - + Conduct detailed interviews with user groups and meet with on and off campus stakeholders
 - + Review current space use within academic departments
 - + Review possible changes in institution and departmental organization
 - + Discuss future scenarios for number of students, faculty and new programs
 - + Develop appropriate space standard sizes for offices, work stations, classrooms, etc. from the A&M System Member requirements

- + Define ideal space requirements of each area and the functional relationship between all activities
- + Develop and present a summary of the workshop findings to the A&M System Member and A&M System representatives for preliminary test of reasonability

Task 2 – Program Development

- Develop Outline Program
 - + Analyze all of the space and adjacency requirements information for each space type
 - + Prepare exhibits that describe the programmatic needs of each space type
 - + Develop a series of relationship diagrams including stacking for multiple floors
 - + Organize all of the information to date into an outline program and issue it to designated representatives of the System Member and the A&M System
- Workshop(s) – Presentation of the Outline Program (at System Member Campus)
 - + Meet with user groups, stakeholders, and A&M System representatives to review the outline program
 - + As needed, facilitate gaming workshop to assist in prioritizing and adjusting the program elements to align with leadership objectives and project budget(s)
- Workshop(s) – Additional Detailed Programming
 - + Conduct follow-up interviews as needed with users and on and off campus stakeholders
 - + Document decisions regarding space allocations and adjacencies, other specific project requirements
 - + Review and document requirements to comply with campus standards
- Site development, technical requirements
 - + Demonstrate compliance with the Campus Master Plan, and document any variances
 - + Document a recommended site use and building configuration concept
 - + Develop blocking and stacking diagrams to illustrate the preferred space allocations
 - + Identify utility infrastructure connection points and capacity
 - + Identify associated project needs such as real estate ownership, site development, infrastructure improvements, MEP designs, structural engineering issues, etc.
 - + Incorporate guidelines, standards or specifications provided by the A&M System for items such as building systems, information technology, safety, code requirements, etc.
- Incorporate a suitable project schedule in coordination with the A&M System and the A&M System Member
- Cost estimate
 - + Develop a construction cost estimate including all identified requirements and agreed scope of the project for a complete and functional facility. Ensure the program narrative is correctly translated into the cost estimate and list all assumptions and exclusions. Demonstrate cost relative to benchmark examples.
 - + The cost estimate is considered as the Amount Available for Construction Contract (AACC) and shall be escalated to the appropriate year. The AACC estimate will include five (5) components:
 - Cost of work (summary, overall cost per GSF, and by division)
 - General Conditions (Bonds, Insurance, etc.)
 - Contractor fee
 - Contractor contingency (do not include design contingency)
 - Escalation to mid-point of construction
 - + If requested, present cost by:
 - Site Work & Infrastructure
 - Core & Shell
 - Buildout

- + The total AACC will identify 90% of the scope as Priority 1 and 10% alternates identified during the programming process as Priority 2 scope.
- + The Total Project Cost (TPC) will include the total AACC plus the indirect costs, and will not exceed the target/max budget as defined by the campus/agency. A guideline is to keep the total AACC at 75% of the target/max project budget, as indirect costs generally range from 20% to 30% of the TPC.

Task 3 – Prepare and present POR or SOW

- + A 50% draft includes the program elements, specific directives from the user group, campus leadership, and specific site/infrastructure considerations identified by the programming team
- + A 75% draft includes the necessary updates based on comments from the previous draft, the cost estimate, and complete drafts of all sections within the POR or SOW
- + A 95% draft includes all final edits, appendices, attachments, and confirmed cost estimate used to create the final Total Project Cost worksheet(s)
- + Finalize the 95% draft program based on comments received
- + Issue the final version of the program to user coordinator and campus leadership for appropriate signatures

If a particular assignment requires the use of consultant firms, the selected Respondent shall identify the consultant(s) and provide for each firm the information requested in Section 3.3.1 – 3.3.2 of this RFQ. This information shall be provided as part of the specific proposal and for the particular assignment and **NOT** with this RFQ response. In selecting and identifying a consultant firm(s), the prime firm shall comply with the Historically Underutilized Business (HUB) process set forth in this RFQ (see Section 3.4).

The A&M System reserves the right on each assignment to authorize all or any part of the above subject areas and/or work tasks, as the A&M System deems necessary, for the individual project. The scope to be performed will be set forth in each work authorization and be based on a proposal from the VENDOR for the particular assignment. For particular project assignments, a purchase order will establish the scope of work and a lump sum or not-to-exceed fee upon successful negotiations.

3.3 Statement of Qualifications

RESPONDENTS SHALL CAREFULLY READ THE INFORMATION CONTAINED IN THE FOLLOWING CRITERIA AND SUBMIT A COMPLETE STATEMENT OF QUALIFICATIONS TO ALL ITEMS. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.

References shall be considered relevant based on specific project participation and experience with the Respondent. The A&M System reserves the right to contact any references at any time during the RFQ process.

Note: Examples that involve public higher education institutions are preferred. Past experience in the State of Texas and demonstrated knowledge and understanding of Texas markets is also preferred. Demonstrated experience with a variety of building and construction types and with campuses in various stages of development is also useful.

3.3.1 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE SERVICES

- 3.3.1.1 Provide a statement of interest including a narrative describing the firm's qualifications and availability to perform the services outlined in Section 3.2 of this RFQ.

3.3.1.2 Provide a brief history of the firm including all office location(s), legal status and officers.

3.3.2 CRITERIA TWO: COMPANY PROFILE

3.3.2.1 Identify key personnel who will negotiate for the firm and who will be assigned to manage an agreement and describe their respective roles and locations.

3.3.2.2 Provide a resume for each individual identified, along with key production staff, to demonstrate their relevant experience to fulfill requirements under an agreement.

3.3.2.3 Provide the firm's organization chart to demonstrate how project personnel will be organized to fulfill requirements under an agreement.

3.3.2.4 Provide evidence that the firm is capable of performing the stated services in Texas. Provide any details of all past or pending litigation or claims filed against the firm that would affect the firm's performance under a Contract with the A&M System.

3.3.2.5 Is the firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.3.2.6 Does any relationship exist by relation, business association, capital funding agreement, or any other such kinship between the firm and any A&M System employee, officer or regent? If so, please explain.

3.3.3 CRITERIA THREE: RESPONDENT'S PERFORMANCE ON PAST FACILITY PROGRAMMING PROJECTS

3.3.3.1 Present examples of facility programming efforts undertaken within the last five (5) years by the firm that best demonstrate the firm's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized to reflect the facility programming effort and shall identify key personnel proposed for the A&M System contract who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

Facility Programming

- Project name, location, and description
- Estimated total cost
- Estimated project size in gross square feet.
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for construction
- Description of services the firm provided for the project
- Room data sheet example(s)
- Name and phone number of the Project Manager or the firm's individual responsible for the overall success of the project.
- Name of Key Individuals and their Role on each Project; highlight those individuals being proposed for the upcoming Agreement
- Key contractors, if used
- The name of the owner's representative(s) who would be most familiar with the planning/programming phases of the project, and contact information including telephone number

3.3.3.2 Provide a matrix of relevant previous projects undertaken within the last five (5) years by the firm that best demonstrates the firm's expertise to fulfill the requirements of

the stated services. The facility programming matrix shall include all project types and criteria as shown in the following matrix. The firm may state 'None' for types which the firm has not undertaken.

Facility Programming Project Type and Project Name	Year of Program Completion	Area (GSF)	Cost	Owner & Contact	Name of Key Individual from Respondent Team
<i>Academic/Classroom</i>					
<i>Texas A&M University, College Station, Classroom and Student Services Building</i>	<i>2012</i>	<i>82,000</i>	<i>\$75,000,000</i>	<i>John Smith, Vice President, jsmith@campus.edu 979-456-1234</i>	<i>David Archie, Space Programming Specialist</i>
Academic/Classroom					
Project Name #1					
Project Name #2					
Project Name #3					
Laboratory-Academic					
Project Name #1					
Project Name #2					
Project Name #3					
(Provide projects for all Categories, otherwise note "N/A")					
Laboratory-Research					
Research-Specialized					
Sports/Recreational					
Residential					
Student Life/Food Service/Student Ctr.					
Office Building					
Parking/Transportation					
Library/Study Facilities					
Health Care/Clinical					
Physical Plant/Utilities					
Facility Condition Assessments					

3.3.4 CRITERIA FOUR: RESPONDENT’S KNOWLEDGE OF BEST PRACTICES FOR FACILITY PROGRAMMING

3.3.4.1 Address the firm’s approach to developing a comprehensive POR or SOW as outlined in Section 3.2, the “Services for Facility Programming.”

3.3.4.2 Describe space estimating strategies you have used to develop space lists during Facility Programming. For any combination of three (3) projects listed in response to Criteria 3.3.3, provide examples of the degree of accuracy achieved.

3.3.4.3 Describe your cost estimating strategies for Facility Programming. For any combination of three (3) projects listed in response to Criteria 3.3.3, provide examples of the degree of accuracy achieved from planning to completion of construction.

3.3.5 CRITERIA FIVE: ABILITY TO IDENTIFY AND RESOLVE CRITICAL ISSUES

3.3.5.1 What critical issues have you identified during past experiences in planning and programming processes.

3.3.5.2 Describe your approach to identify options for aligning scope and budget.

3.4 HUB Subcontracting Plan (HSP) Form & HUB Participation Plan

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in prime contracts and subcontracting. The goal of the HUB Program is to promote equal access and equitable opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Each Respondent shall indicate what portion(s) of the scope they anticipate subcontracting, if any. The Respondent is required to submit a properly completed HUB Subcontracting Plan (HSP) form or a comprehensive, acceptable HUB Participation Plan describing their methodology and plan to attract the interest of, develop business relationships with, and contract with State of Texas certified HUB vendors to a perform portion(s) of the scope as defined in this RFQ.

The HUB participation goal for this RFQ and any project awarded as a result of this RFQ is 20% and every effort should be made to meet this goal.

If the Respondent fails to submit either a properly completed HSP form or comprehensive, acceptable HUB Participation Plan, this will be considered a material failure to comply with the requirements of this RFQ and may result in rejection of the response.

3.4.1 HSP FORM REQUIREMENTS

3.4.1.1 The HSP form shall be completed in accordance with the instructions outlined on the form, which can be found here: [A&M System HSP form](#). The HUB goal stated within this RFQ shall take precedence over any standard goal stated on the HSP form. The Respondent shall perform Good Faith Effort, as applicable, and fulfill the requirements as stated in the HSP form. The Respondent shall list each anticipated subcontracting opportunity, if any, in Section 2b on the HSP form and complete the applicable attachment (Method A or Method B).

3.4.2 HUB PARTICIPATION PLAN REQUIREMENTS

3.4.2.1 The HUB Participation Plan shall be a comprehensive plan which outlines the Respondent's methodology to attract the interest of, develop business relationships with, and contract with State of Texas certified HUB vendors to perform a portion(s) of the scope of this RFQ. The HUB Participation Plan shall accurately represent your team's strategy and methodology, and shall include a response to each of the following prompts, in order:

- The Respondent shall state whether the company is a Texas certified HUB vendor.

- The Respondent shall state their team's commitment to properly perform Good Faith Effort, as stated in the HSP form, and to include use State of Texas certified HUB vendors to perform a portion(s) of this scope, if awarded.
- The Respondent shall discuss their team's methodology and processes to identify subcontracting opportunities related to the scope of work as defined in this RFQ.
- The Respondent shall describe how their team shall identify HUB vendors to invite to bid on subcontracting opportunities connected to the scope of work as defined in this RFQ. This shall include the use of the CMBL/HUB Directory (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>) and the development of relationships with minority trade organizations, certification agencies, and development centers.
- The Respondent shall identify the minority trade organizations, certification agencies, and development centers their team shall correspond with to attract the interest of State of Texas certified HUBs to bid on subcontracting opportunities related to the scope of work as defined in this RFQ. A non-comprehensive list of organizations is available on the Texas Comptroller's website (<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>).

3.4.3 AWARDED RESPONDENT REQUIREMENTS

If the Respondent is selected and awarded a project in connection with this RFQ, the Respondent may be required to properly complete a separate, project specific HSP form which identifies the subcontracting opportunities anticipated for the scope of work as defined in that agreement and subcontractors anticipated to perform each subcontracting opportunity. If required, these will be due prior to beginning performance on the scope of work as defined.

3.4.4 ADDITIONAL INFORMATION & ASSISTANCE

For more information or assistance in properly completing this requirement of this RFQ, the Respondent may contact Ms. Porschia Tolbert at SO-HUBProgram@tamus.edu. The Respondent may also submit a draft of their team's HSP form and/or HUB Participation Plan prior to submittal of their response to the RFQ for review by Ms. Tolbert. All drafts must be submitted at least five business days prior to the RFQ due date.

SECTION 4 GENERAL TERMS AND CONDITIONS

- A. TERMS AND CONDITIONS: The A&M System reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFQ. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which the A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. The A&M System reserves the right to award to the company, or companies, which in our sole judgment, will best serve our long-term interest.

This RFQ in no manner obligates the A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the A&M System without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the A&M System Office of General Counsel are essential prior to execution of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, A&M System terms and conditions will govern this transaction.

- B. GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondent certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a proposal, the Respondent certifies that it does not, and will not, during the performance of any resultant Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- F. DEBARMENT STATUS: By submitting a proposal, Respondent certifies that it is not currently debarred from submitting submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- G. PUBLIC INFORMATION: Respondent is hereby notified that the A&M System strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. The A&M System may seek to protect from disclosure all information submitted in response to this RFQ until such time as the resultant Agreement is executed. Upon execution of the resultant Agreement, the A&M System will consider all information, documentation, and other materials requested to be submitted in response to this RFQ to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552. Respondent will be advised of a request for public information that implicates its materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.
- H. ALTERNATE PROPOSALS: A&M System reserves the right to consider alternate proposals

submitted by Respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

- I. ANTITRUST: Respondent hereby assigns to the A&M System, any and all claims for overcharges associated with any contract resulting from this RFQ which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- J. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the A&M System or any of its Members, (2) a person who at any time during the four years before the date of the contract was the executive head of the A&M System or any of its Members, or (3) a person who employs a current or former executive head of the A&M System or any of its Members.
- K. INSURANCE: Respondent shall obtain and maintain, for the duration of any resultant Agreement or longer, the minimum insurance coverage set forth on Exhibit C attached hereto.
- L. REQUIRED CONTRACT TERMS: The terms and conditions contained in the draft agreement attached as Exhibit E or, in the sole discretion of the A&M System, terms and conditions substantially similar to those contained in the attached agreement, will constitute and govern any Agreement that results from this RFQ. If Respondent takes exception to any terms or conditions set forth in the attached agreement, Respondent will submit a list of the exceptions as part of its proposal. Respondent's exceptions will be reviewed by the A&M System and may result in disqualification of Respondent's proposal as non-responsive to this RFQ. If Respondent's exceptions do not result in disqualification of Respondent's proposal, then the A&M System may consider Respondent's exceptions when the A&M System evaluates the Respondent's proposal.

EXHIBIT A

EXECUTION OF OFFER

RFQ01 FPC-23-167

DATE EXECUTED: _____

In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment:

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, 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 Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of The Texas A&M University System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent’s disqualification;
- (xii) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- (xiv) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Respondent shall provide their Federal Employer Identification Number (EIN), full company name, address and contact information in the spaces below. Failure to either manually or electronically (i.e., DocuSign) sign in the Authorized Signature line below will disqualify the submission. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Taxpayer ID#: _____

Respondent/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, Respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4)

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Qualifications (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Qualifications, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Qualifications by said A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Qualifications.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent 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 A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2023.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

EXHIBIT C INSURANCE

Respondent shall obtain and maintain, for the duration of any resultant agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), 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 A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under any resultant agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to any resultant 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 A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
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 A&M System. 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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. Commercial General Liability

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 will be issued on a form that insures Respondent's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of any resultant agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

D. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Respondent and its subcontractors under any resultant agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of any resultant agreement. If coverage is written on a claims-made basis, Respondent agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration of cancellation of any resultant agreement.

E. Respondent will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of any resultant agreement and prior to the performance of any services by Respondent under any resultant agreement. Additional evidence of insurance will be provided 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.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-Contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or nonrenewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by Respondent under any resultant agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by any resultant agreement will be emailed to soprocurement@tamus.edu.

The insurance coverage required by any resultant agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

**EXHIBIT D
CAMPUS LOCATIONS AND SERVICES AREA WITH OFFICE LOCATION MATRIX**

Indicate interest and ability to provide services with “Yes” or “No” at each of the Member locations listed below. If your company has multiple locations, provide the office location that will service each of the Member locations.

MEMBER LOCATIONS	AVAILABILITY	OFFICE LOCATION
College Station/Bryan, Texas		
Prairie View, Texas		
Galveston, Texas		
Dallas/Ft. Worth, Texas		
Stephenville, Texas		
Commerce, Texas		
Texarkana, Texas		
Canyon, Texas		
Kingsville, Texas		
Corpus Christi, Texas		
Laredo, Texas		
San Antonio, Texas		
Killeen, Texas		
Dallas/Ft Worth, Texas		
Houston, Texas		
McAllen, Texas		
Austin, Texas		

EXHIBIT E
REQUIRED CONTRACT TERMS

MASTER SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND _____

This Master Services Agreement (“Agreement”) is entered into as of September 1, 2023 (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and _____, a _____ (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System to provide facility programming services on an as needed basis. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

A&M System universities and agencies (collectively referred to as “Members”) may also utilize the services within this Agreement if needed on their managed construction projects.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- C. 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.

3. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin September 1, 2023, and will extend through August 31, 2025. This Agreement can be extended for two (2) additional one-year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

4. PAYMENT TERMS

- A. A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, A&M System or Member shall pay PROVIDER based on the rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M System upon renewal of this Agreement.
- B. PROVIDER will submit invoices to A&M System or Member for the amounts due consistent with the payment schedule as negotiated per project. Each invoice must reference the A&M System purchase order number (which will be provided to PROVIDER

within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that A&M System or Member may reasonably request to support the invoice amount. The A&M System or Member 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.

- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by A&M System or Member in advance, PROVIDER will be reimbursed by A&M System or Member according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to A&M System or Member receipts, invoices and other documentation as required by A&M System or Member. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

If the PROVIDER's place of business, inclusive of branch offices providing services, are located more than 60 miles from the job site, then a round trip charge of \$120 per trip will be allowed, regardless of the number of people in a vehicle(s) and of the time it takes to reach the site. This is to help offset personnel travel time which is NOT chargeable. If your PROVIDER's place of business is located closer than 60 miles to the job site, a round trip charge will not be allowed. Mileage reimbursement still applies in either case.

Overtime and holidays will be paid at straight time.

- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at; <https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>.
- E. Invoices are to be sent to e-Builder with the appropriate link provided in the purchase order for each specific project. The invoices must include a summary of services performed.

5. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System may terminate this 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 A&M System.
- B. A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

6. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to A&M System, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights,

patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M System. PROVIDER shall secure for A&M System all consents, releases, and contracts and perform other reasonable acts as A&M System may deem necessary to secure and evidence A&M System's rights in any Deliverable.

7. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (a) appropriate stamp or markings on the document exchanged, or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (a) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (b) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (c) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (d) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

8. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

9. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of 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 liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

10. MISCELLANEOUS

- A. **Authority to Contract, Representations & Warranties.** 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.
- B. **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.
- C. **Public Information.** PROVIDER acknowledges that A&M System 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 A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to A&M System in a non-proprietary format acceptable to A&M System that is accessible by the public. PROVIDER acknowledges that A&M System 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.
- D. **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 A&M System 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 University Contracts Officer of A&M System, 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 A&M System's sovereign immunity to suit or liability, and A&M System has not waived its right to seek redress in the courts.
- E. **Copyrights & Patents [If Applicable].** PROVIDER shall not knowingly provide to the A&M System any materials or services that infringe any intellectual property, privacy, or other

right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify the A&M System in writing as to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right. PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, and agents against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding. If any such service or material becomes, or in PROVIDER's reasonable opinion is likely to become, the subject of an infringement claim, PROVIDER may, at its option and expense, either (1) procure for the A&M System the right to continue exercising the rights licensed to the A&M System under this Agreement, or (b) replace or modify the service or material so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in PROVIDER's reasonable opinion, commercially reasonable, PROVIDER may terminate this Agreement and promptly refund to the A&M System a prorated portion of any applicable prepaid Fees. This paragraph is not subject to Section 7 (Limitation of Liability) of the Agreement. The foregoing states the entire liability of PROVIDER and the sole and exclusive remedy for the A&M System with respect to any third-party claim of infringement or misappropriation of intellectual property rights.

- F. **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 A&M System. 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 A&M System 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 A&M System policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- G. **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.
- H. **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.
- I. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, *Texas Government Code*, prohibits A&M System 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 A&M System 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 A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.

- J. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M System 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 A&M System.
- K. **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.
- L. **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.
- M. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto 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.
- N. **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.
- O. **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.
- P. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- Q. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.

- R. **HUB Subcontracting Plan.** It is the policy of the state of Texas and A&M System 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 A&M System contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit D (“HSP”). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
- S. **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).
- T. **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, A&M System will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- U. **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.
- V. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against the A&M System is to be in the county in which the principal office of A&M System’s governing officer is located. At the date of this Agreement, such county is Brazos County, Texas.
- W. **Non-Waiver.** A&M System is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M System.

- X. **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 A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- Y. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- Z. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants 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 immediately if this certification is inaccurate.
- AA. **Records Retention.** PROVIDER will preserve all contracting information, as defined under *Texas Government Code*, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- BB. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- CC. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- DD. **Compliance with Laws.** PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- EE. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. A&M System 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:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: zimmermann@tamus.edu

PROVIDER: PROVIDER Name
Address
City, State, Zip
Attention:
Phone:
Email:

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

By _____
Billy Hamilton
Deputy Chancellor & Chief Financial Officer

Date

PROVIDER Name

By _____

Date

- Exhibit A – Scope of Work
- Exhibit B – Payment of Fees
- Exhibit C – Insurance
- Exhibit D – HUB Subcontracting Plan

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