

Federal Costing Concepts LLC

PMB 208, 4960 William Flynn Highway Suite 6

Allison Park, Pennsylvania 15101

Phone (817) 372-1366 Fax (412) 202-2203

Service Agreement

Texas A&M University System (TAMUS) hereby enters into the following agreement with Federal Costing Concepts LLC (FCC) for the four-year (48-month) period of September 1, 2022, through August 31, 2026.

The services to be provided by FCC during this period shall include the following:

1. Provide professional services in the development of a long form Facilities and Administrative (F&A) cost proposal for Texas A&M University – College Station for the fiscal year end **August 31, 2021**, using the standardized long-form method described in OMB Uniform Guidance.
2. Provide professional services in the development of a long form Facilities and Administrative (F&A) cost proposal for Texas A&M University – Corpus Christi for the fiscal year end **August 31, 2021**, using the standardized long-form method described in OMB Uniform Guidance.
3. Provide professional services in the development of a long form Facilities and Administrative (F&A) cost proposal for Prairie View A&M University for the fiscal year end **August 31, 2023**, using the standardized long-form method described in OMB Uniform Guidance.
4. Provide professional services in development of all short form F&A proposals involving TAMUS members during the period of this agreement using the standardized short-form method described in OMB Uniform Guidance.

Currently these members are Texas A&M – Commerce, Texas A&M – International, Texas A&M – Kingsville, Texas A&M San Antonio, Tarleton State University, Texas A&M – Texarkana and West Texas A&M.

Note: If during the period of this contract it is decided by TAMU that any of the short-form schools listed in Item #4 above should submit a long form F&A proposal, FCC commits to preparing the proposal(s) and negotiating the rates under the same conditions as described in Item (B) (page 2) of this contract.

5. Provide professional services and on-site participation in the resolution of any issues involving OMB Uniform Guidance, CASB DS-2 and all issues regarding grant and contract management.
6. Provide professional services regarding conducting on-site training of individuals designated by TAMUS in the completion and formulation of future F&A proposals. In addition, conduct on-site visits to the applicable TAMUS location on an “as requested” basis to assure that the staff is sufficiently updated on the

status of new Federal initiatives.

7. Provide professional services and advice regarding negotiating the most favorable F&A rates for TAMUS members with the Federal government.

See item (A) below for details about F&A rates for TAMU College Station.

Appropriate TAMUS staff will be kept informed of the status of negotiations.

All final decisions, regarding the rates negotiated, reside with the TAMUS staff.

(A) Regarding Texas A&M University – College Station’s fiscal year end August 31, 2021, F&A proposal, if FCC is unable to obtain an organized research rate that “averages” above the current organized research rate of 51.5%, over the 4-year life of the new agreement, there will be no fees as described in this contract.

* “Averages” is defined as the organized research rate for FYE 2023, FYE 2024, FYE 2025 and FYE 2026, divided by 4 (four years).

(B) In consideration of the above services, TAMUS agrees to pay FCC a fee in the amount of \$7,000 per month for the four-year (48-month) period of September 1, 2022, through August 31, 2026.

In addition, FCC is to be reimbursed for reasonable out of pocket expenses such as travel and subsistence necessary to fulfill the commitments of the contract. The maximum amount allowed for reimbursable expenses is limited to \$5,000 per year.

For the period beyond August 31, 2026, the same fees and conditions will apply. However, after this date either party can terminate this contract with a 60-day written notification to the other party.

 Texas A&M University System

Federal Costing Concepts LLC

Billy Hamilton

Jim Nolan

(Printed Name)

(Printed Name)

DocuSigned by:

BEDCDB89EA78479
(Signature)

DocuSigned by:

7D5690F71B97489...
(Signature)

Deputy Chancellor

Vice President

(Title)

(Title)

7/12/2022 | 9:26:13 CDT

7/12/2022 | 9:07:28 CDT

(Date)

(Date)

AN ADDENDUM TO
VENDOR AGREEMENT NAME
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND FEDERAL COSTING CONCEPTS LLC

The following terms and conditions are incorporated into and form a part of the Service Agreement (the "Agreement") to which this Addendum is attached. "**A&M System**" means The Texas A&M University System, an agency of the State of Texas and "**PROVIDER**" means Federal Costing Concepts LLC.

For clarification, this Agreement is being entered into by The Texas A&M University System, an agency of the state of Texas. **A&M System** requires the following additions to be made to **PROVIDER's** Service Agreement. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this addendum will control.

1. PAYMENT TERMS

- A. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

2. PUBLIC INFORMATION

- A. 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.
- B. 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.
- C. 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*.
- D. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

3. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, 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 Billy Hamilton, Deputy

Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

4. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **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. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor 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."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 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.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- G. **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.

- H. **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.
- I. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or SOProcurement@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- N. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its

obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

- O. **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.
- P. **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.
- Q. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- R. **Non-Waiver.** 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, privileges, and immunities as may be provided by law.
- S. **Copyrights & Patents.** PROVIDER shall not 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, agents, and students those Indemnitees 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.

- T. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.
- U. **Conflict of Interest.** By executing this Purchase Order, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Purchase Order, or in the services to which this Purchase Order relates, or in any of the profits, real or potential, thereof.
- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies 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.
- W. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- X. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this 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.
- Y. **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.
- Z. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested,

and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. 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:

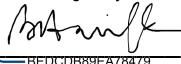
A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: zimmermann@tamus.edu

PROVIDER: Federal Costing Concepts LLC
PMB 208, 4960 William Flynn Highway, Suite 6
Allison Park, PA 26202
Attn: Jim Nolan
Phone: (817) 3721366
Email: jnolan531@verizon.net

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

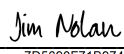
DS
JD

The Texas A&M University System

DocuSigned by:
By 
BILLY HAMILTON
Billy Hamilton
Deputy Chancellor and CFO

7/12/2022 | 9:26:13 CDT
Date

Federal Costing Concepts LLC

DocuSigned by:
By 
JIM NOLAN
Jim Nolan
Vice President

7/12/2022 | 9:07:28 CDT
Date