

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND MGT OF AMERICA CONSULTING, LLC

This Services Agreement (“Agreement”) is entered into and effective upon final execution (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 MGT of America Consulting, LLC (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 services to conduct a review of the A&M System procurement practices in relation to the HUB Program. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution of this Agreement and will extend through completion of the review according to Exhibit A. This Agreement can be extended 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.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER a not to exceed amount of \$54,250. This amount is inclusive of all reasonable and necessary expenses, including travel.
- B. PROVIDER can invoice A&M System monthly for the Scope of Work identified in Section 1. Payment will be made to PROVIDER upon approval of such invoice by A&M System. 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.
- C. All payments shall 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/> .
- D. All invoices 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 description of services provided to include but not limited to time, deliverables, and activities.

4. 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.

5. 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.

6. 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.

7. INSURANCE

Insurance requirements are as stated in Exhibit B, attached hereto.

8. 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. **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.
- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **Conflict of Interest.** By executing this Agreement, 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 Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

- S. **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.
- T. **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.
- U. **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.
- V. **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.
- W. **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
E-mail: jzimmermann@tamus.edu

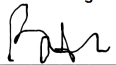
PROVIDER: MGT of America Consulting, LLC
4320 West Kennedy Boulevard, Suite 200
Tampa, FL 33609
Attention: Fred Seamon
Phone: (888) 302-0899
Email: fseamon@mgtconsulting.com

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

DS


The Texas A&M University System

DocuSigned by:

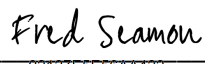
By 
B E D C D B 8 9 E A 7 8 4 7 9 ...
Billy Hamilton
Deputy Chancellor and CFO

9/25/2020 | 16:19:04 CDT

Date

MGT of America Consulting, LLC

DocuSigned by:

By 
9 2 1 2 7 E 5 E 5 6 A A 4 2 Z ...
Fred Seamon
Executive Vice President

9/25/2020 | 13:17:32 PDT

Date

EXHIBIT A – SCOPE

WORK PLAN

TASK 1.0: PROJECT MANAGEMENT OBJECTIVES

OBJECTIVES

- 1.1 Timely and accurate completion of project deliverables.
- 1.2 Maintain regular communication with client's project management.
- 1.3 Provide oversight and management of consulting staff.
- 1.4 Ensure quality control of all deliverables.

DELIVERABLE

- ❖ Bi-weekly progress reports.

TASK 2.0: INITIATE PROJECT AND FINALIZE WORK PLAN

OBJECTIVE

- 2.1 Establish a final, mutually acceptable work plan, reporting formats and schedules, project deliverables, and relationships.

DELIVERABLE

- ❖ Revised work plan with detailed schedule based on approved start date.

TASK 3.0: REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS

OBJECTIVES

- 3.1 Review and analyze current regulations, policies, procedures, programs, and practices.
- 3.2 Review and analyze current procurement practices and HUB Program and operations.
- 3.3 Review RFP/bid documentation associated with one or more contracts awarded over the past 18 months.
- 3.4 Conduct interviews with TAMU System staff, to include but not limited to staff in construction, procurement, contract compliance regarding procurement practices, and HUB Program.
- 3.5 Determine the impact of current programs on MWBEs in terms of accessibility, barriers, technical assistance, and increasing the capacity of MWBEs.
- 3.6 Document policies, practices, programs utilized by other university systems and/or higher education institutions to increase the inclusion and utilization of minority businesses in procurement and contracting opportunities

DELIVERABLE

- ❖ Written summary of regulations, policies, procedures, programs, and practices related to procurement, contracting, and its HUB Program.
- ❖ Identification of policies and programs for potential replication

TASK 4.0: COLLECT AND ANALYZE CONSTRUCTION SPEND

OBJECTIVES

- 4.1 Collect data for construction spending of HUB and non-HUB primes, subcontractors, and suppliers for a period of between fiscal year 2018 and 2020.
- 4.2 Analyze the data to determine the level of HUB participation at the prime and subcontractor level.
- 4.3 Collect and develop and expansive directory of available construction and construction-related HUB firms.

DELIVERABLE

- ❖ Summary report that identifies HUB spend.
- ❖ Expansive directory of HUB construction and construction-related firms.

TASK 5.0: COLLECT AND ANALYZE ANECDOTAL INFORMATION

OBJECTIVES

- 5.1 Schedule and conduct interviews with contractors, community members and stakeholders regarding TAMU's procurement practices and HUB Program.
- 5.2 Schedule and conduct one online community engagement forum for construction and construction-related firms including primes, subcontractors, and suppliers. The community engagement forum will inform the construction community, particularly HUBs, that TAMU is interested in increasing its spend with HUB firms. The forum will also permit HUB firms to discuss barriers in doing business with TAMU. The information gathered during the forum will inform MGT's potential policy recommendations.
- 5.3 Determine what extent, if any, evidence exists that TAMU or their contractors engaged in exclusionary practices.

DELIVERABLE

- ❖ Summary report that identifies evidence or lack thereof exclusionary practices by TAMU or their contractors.

TASK 6.0: DRAFT AND FINAL REPORT

OBJECTIVES

- 6.1 Prepare a report that incorporates the findings and conclusions from all project work tasks into a single, comprehensive final report.
- 6.2 Develop recommendations to improve TAMU's existing procurement practices and HUB Program.
- 6.3 Meet with TAMU representatives to answer questions regarding the findings and analyses of the program review.

DELIVERABLES

- ❖ Draft and final report.
- ❖ Conduct virtual presentation or workshop of the report and its findings, conclusions, and recommendations.

OPTIONAL TASK

MGT understands that certain locations, including Texarkana and the Canyon region have been especially problematic in securing minority vendors. To mitigate this, MGT proposes to conduct additional community engagement forums in these two targeted areas as well as any other location identified by the TAMU System as an area of concern. MGT will offer a flat fee for each additional forum requested.

DELIVERABLES

- ❖ Region-specific community engagement forum
- ❖ Written summary of findings and recommendations for each local forum conducted

PROPOSED TIMELINE

We estimate that the necessary work can begin on or before Oct. 5, 2020 and be completed in approximately two months, by November 30, 2020. **Exhibit 1** provides a detailed timeline.

Work Tasks	October				November			
	1	2	3	4	1	2	3	4
1.0 Project Management Objectives								
2.0 Initiate and Finalize Work Plan								
3.0 Review Policy, Procedures, and Programs								
4.0 Collect and Analyze Construction Spend								
5.0 Collect and Analyze Anecdotal Information								
6.0 Prepare and Present Final Report								

PROPOSAL ASSUMPTIONS

The work plan and budget for this proposal were developed with several key assumptions about the project. Changes to these assumptions may impact both our methodology, schedule, and project costs. We welcome the opportunity to meet with TAMU's Project Manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan, schedule, and/or budget accordingly. Below, we present our assumptions:

GENERAL

1. Some tasks will be conducted concurrently, when possible.
2. There will be designated senior staff at the TAMU System and MGT to resolve any conflicts that arise.
3. All products from this study (e.g., survey instruments, notes, work papers, audio recordings, etc.) will become the property of the TAMU System.
4. MGT expects to have complete and timely access to necessary documents and personnel within the timeframe requested.
5. The report will make recommendations to the extent possible; some findings may not result in recommendations.
6. The TAMU System has the right to review and reject any MGT personnel proposed for or assigned to this engagement.
7. MGT is willing to negotiate adjustments in the proposed cost should the TAMU System and MGT mutually agree upon reduction or increases to the scope of the project.
8. MGT will have access to and cooperation and participation by staff and management.
9. MGT will receive all requested electronic data either in Microsoft Excel, Access, or comma delimited file or any combination thereof.

TAMU'S PROJECT MANAGER

10. TAMU will assign its own Project Manager to this engagement. This person will function as the single point of contact for the project, and coordinate and facilitate the flow of information and communication between MGT and project stakeholders. As well, this person has the authority to make decisions daily in the management of this engagement.
11. TAMU's Project Manager will ensure comments on the draft reports from select project stakeholders are consolidated into a single document, and any conflicting comments are reconciled before delivering the comments to MGT.

MEETINGS

12. MGT will meet with the TAMU personnel, as needed, to include a project initiation meeting. The meetings will be conducted virtually or via conference call.

COMMUNITY ENGAGEMENT MEETING

13. TAMU will pay for the creation and posting of notices of the online community engagement meeting related to this work.
14. TAMU will reproduce materials for community engagement meeting at its own expense.
15. There will be one virtual community engagement meeting held. Additional meetings will be performed as requested and compensated on a fixed fee basis.
16. TAMU will manage the distribution of invitations for the community engagement meeting.
17. MGT will develop the virtual meeting link, content, and facilitate the community engagement meeting.

TIMELINE

18. It is anticipated this project will take approximately two months to complete. If feasible, MGT commits to completing the study earlier than the two months outlined in this proposal.

STATUS REPORTS

19. MGT will provide monthly project status reports on MGT activities and unresolved issues regarding how MGT's work is progressing.

DRAFT/FINAL REPORTS

20. MGT will make one presentation of the final report. Additional presentations will be performed as requested and compensated on a time and material basis.
21. MGT will provide electronic copies of the draft and final reports, as outlined in the work plan.
22. TAMU will provide a formal consolidated set of written response/comments to the draft report within two weeks of receiving it from MGT.

COST PROPOSAL

MGT is prepared to conduct this study for a total, all-inclusive cost of **\$54,250**. **Exhibit 2** presents the displays the detailed cost, by hour and personnel.

Work Task	Total Hours	Prof. Fees	Direct Costs	Total Cost Per Task
1.0 Project Management Objectives	57	\$11,880.00	\$250.00	\$12,130.00
2.0 Initiate and Finalize Work Plan	28	\$4,800.00		\$4,800.00
3.0 Review Policy, Procedures, and Programs	37	\$8,080.00		\$8,080.00
4.0 Collect and Analyze Construction Spend	67	\$9,505.00		\$9,505.00
5.0 Collect and Analyze Anecdotal Information	62	\$9,530.00		\$9,530.00
6.0 Prepare and Present Final Report	67	\$10,250.00		\$10,250.00
Hourly Rate:				
TOTAL HOURS:	318			
TOTAL COST		\$54,000.00	\$250.00	\$54,250.00
Optional Local Community Engagement Forums		\$4500 (flat fee per forum)		

EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this 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, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Insurance:

<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 PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. 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.

E. PROVIDER 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 this Agreement and prior to the performance of any services by PROVIDER under this 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 PROVIDER. 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 non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER 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 this Agreement will be emailed to the following A&M System contact in SOProurement@tamus.edu.

The insurance coverage required by this 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.