



TEXAS A&M UNIVERSITY-CORPUS CHRISTI

PURCHASING DEPARTMENT

6300 OCEAN DRIVE
CORPUS CHRISTI, TX 78412

REQUEST FOR QUALIFICATIONS

RFQ Number:

RFQ3-0002

FAA – Designated Airworthiness Representative (DAR)-F

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time 06/23/2023

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX 78412-5731

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University-Corpus Christi
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX 78412

Show RFQ Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Texas A&M University-Corpus Christi Purchasing Department** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award if one is made.

DATED: June 2, 2023

REFER INQUIRIES TO:

Rachal Ganson
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2513
Email: rachal.ganson@tamucc.edu

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SECTION 1

NOTICE TO RESPONDENTS

1.1 GENERAL INFORMATION

Texas A&M-Corpus Christi (TAMU-CC) traces its beginning to 1947 as the area's premier institution of higher education. Today, we're part of The Texas A&M University System, a network of nine universities, seven state agencies and a comprehensive health science center. In 1989, the University joined the A&M System and has since grown to six colleges. The University now has more than 12,000 students from across the nation and 50 countries. To learn more about Texas A&M University-Corpus Christi, please visit <http://www.TAMU-CC.edu/about/history.html>.

Lone Star UAS Center of Excellence and Innovation within the Research and Innovation (LSUASC) Department is a research facility that engages in aeronautical research. LSUASC is one of seven Federal Aviation Administration (FAA) Uncrewed Aircraft System (UAS) test sites in the United States established in the Summer of 2014. We are a global partnership for research, development, testing and evaluation of UAS technologies across educational, public, and commercial agency interests. Lone Star UAS also provides an economic stimulus to attract related industry partners to Texas and informs governing agencies regarding UAS operations in the National Airspace System. LSUASC supports the aeronautical research needs of research institutions, private-sector service providers, non-profit corporations, and local, state and federal agencies.

TAMU-CC, on behalf of the Board of Regents of The Texas A&M University System (Owner), are soliciting statements of qualifications for selection of Provider of Services by a Designated Airworthiness Representative (DAR) capable of providing Airworthiness Certification support for aircraft greater than 55 pounds. A DAR is an FAA certified individual that provides professional services to utilize FAA criteria and standards to evaluate and certify UAS with appropriate Airworthiness Certification for safe operations in the US National Airspace System (NAS).

An FAA DAR is a private individual who has been designated by the FAA to perform certain certification functions related to the examination, inspection, and testing of aircraft or aircraft parts. A DAR must possess aeronautical knowledge, experience, and meet the qualification requirements of FAA Order 8000.951. A DAR is responsible for upholding the FAA's standards and processing all official documents and paperwork. There are different types of DARs based on their field of aviation, such as maintenance, engineering, or manufacturing. This RFQ is specifically for a DAR with documented Greater than 300lb UAS experience.

This RFQ is the first step in the process for selecting an FAA- DAR-F. The RFQ provides the information necessary to prepare and submit Qualifications for consideration by TAMU-CC. TAMU-CC may select more than one of the top ranked qualified respondents to provide the UAS Service as required by specific projects.

1.2 Type of Contract

The intention of this RFQ is to qualify firms to be included in a pool for the services defined in this RFQ. In order to provide timely and cost-effective services for the TAMUCC facilities, it is the intent of the TAMUCC to establish a master services agreement (“Agreement”) with one or more Respondents to meet the needs of LSUASC. Any resultant Agreement will be between the selected Respondents and the TAMUCC. Execution of an Agreement as a result of this RFQ does not guarantee utilization of any awarded Respondent. Contracts for assignment work will be executed using individual “Project Assignments”. There is no guarantee that any SPECIFIC MINIMUM DOLLAR amount of fees will be awarded.

The initial term of the Master Agreements shall be three (3) years. Upon mutual consent, the Master Agreements may be extended for up to two (2) additional one (1) year renewals under the same general terms and conditions with any added modifications due to codes, software versions, firms revised hourly rate schedule as may be approved, new University policies, etc.

1.3 Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by TAMU-CC as an addendum on TAMU-CC’s website, <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>. All such addenda issued by TAMU-CC before the proposals are due shall become a part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its response.

Interpretations or clarifications in any other form, including oral statements, will not be binding on TAMU-CC, and should not be relied on in preparing qualifications.

1.4 Submission of Qualifications

1.4.1 **Deadline: June 23, 2023, at 2:00 p.m.**

Proposals shall be submitted to TAMU-CC by one of the following methods:

U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL Texas A&M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731	HAND DELIVER TO: Texas A&M University- Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours: Monday-Friday prior to 2pm
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1.4.2 TAMU-CC will not accept submittals after the deadline.

1.4.3 TAMU-CC will not acknowledge or receive qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.4.4 Properly submitted qualifications will not be returned to respondents.

1.5 Point of Contact

Any questions regarding this RFQ shall be directed to:

Rachal Ganson, Senior Buyer, Procurement & Disbursements
Texas A&M University-Corpus Christi
Purchasing Department
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412-5731
Phone: 361-825-2513
e-mail: rachal.ganson@tamucc.edu

1.6 Evaluation of Qualifications

The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the TAMU-CC. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. In accordance with General Government Code, Section 2254, the Request for Qualifications (RFQ) will be determined by the specifications required by TAMU-CC's LSUASC.

1.7 Owner's Reservation of Rights

TAMU-CC may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. TAMU-CC reserves the right to divide the Project into multiple parts, to reject any and all qualifications and re-solicit for new qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.8 Acceptance of Evaluation Methodology

By submitting its qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by TAMU-CC.

1.9 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

1.10 Historically Underutilized Business Plan (HSP) Submittal Requirements

It is the policy of the State and, of TAMU-CC, to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in TAMU-CC contracting and purchasing within the state of Texas.

Subcontracting opportunities are anticipated with this RFQ for additional Professional Services and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HUB Subcontracting Plan that identifies ALL subcontracting opportunities will be considered a material failure to comply with the requirements of the RFQ and will result in rejection of the submittal.

Prepare the HUB Subcontracting Plan according to Attachment A at the end of this document and submit with Respondent's proposal by the submittal deadline given in Section 1.4.1 above.

For information regarding the TAMU-CC HUB Program and HUB Subcontracting requirements, please contact Mr. Ruben Gonzalez, HUB Coordinator, Procurement & Disbursements, ruben.gonzalez@tamucc.edu, (361) 825-5822. **We encourage all respondents to submit a draft HUB Plan to the email address listed herein for our review at least two days prior to the due date.**

1.11 Certain Proposals and Contracts Prohibited

Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

1.12 Required Notices of Workers' Compensation Insurance Coverage

Section 406.096, Texas Labor Code, and the rules of the Texas Workers' Compensation Commission, require workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.

1.13 Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is executed. TAMU-CC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Information in any tangible form which is submitted by respondents will be treated as confidential **until such time as a contract is executed**. After that time, the information may be disclosed to requestors under the Texas Public Information Act, Chapter 552, Texas Government Code. If a respondent believes all or a portion of the information submitted is proprietary and confidential and should therefore be exempt from disclosure, they must clearly designate the specific item(s) and the proper statutory citation must be provided in each instance.

Further, Respondents are hereby notified that TAMU-CC will be required to post any resultant contract from this RFQ on the Internet website of Owner pursuant to Texas Government Code, Section 2261.253 (a)(1).

SECTION 2

EXECUTIVE SUMMARY

2.1 Project Description, Scope, and Budget

LSUASC advances the integration of UAS and Autonomous Aviation (AAV) technologies across educational, public, and commercial agency interests; provides an economic stimulus to attract related industry partners; and informs governing agencies on UAS and AAV operations in the National Airspace.

Our capabilities include:

UAS Ecosystem Development

Operational Use Case Development

Beyond Visual Line of Site Research and Development

Mobile and Deployable Test Range Services

Centralized and Mobile Mission Control Operations

UAV Flight Operations

Data Collection to support regulatory and standards development.

Development of documents to support FAA waiver and exemption requests.

Nation-wide airspace access through our FAA Test Site Authorizations

The following is what defines the expectation of the Scope:

The DAR shall provide industry expertise and professional services for LSUASC, which include, but are not limited to, assisting LSUASC with services related to Designated Airworthiness Representatives. The purpose of the project is to issue Original/Recurrent, replacement, and/or amended special airworthiness certificates, in the experimental category, for production flight testing new production aircraft, and conducting customer demonstration flights in new production aircraft that have satisfactorily completed production flight tests, and special airworthiness certificates for research and development, for showing compliance with regulations, for crew training, and for market surveys for a U.S. registered UAS with a GTOW of 12,500 lbs and under, powered by electric motors, reciprocating engines, or turbo prop, or turbo jet engines.

The detailed scope of the work (“Work”) and the time for performance thereof, will be executed as a professional services agreement and made a part hereof for all purposes including the HUB subcontracting plan and any reports required thereunder.

Upon execution of this Professional Services Agreement between TAMU-CC and DAR, all services previously performed by DAR on behalf of TAMU-CC and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

DAR shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to DAR for use in the Service under this Agreement.

DAR shall identify to TAMU-CC in writing any such documents or data which, in DAR’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. TAMU-CC does not warrant the accuracy or suitability of such documents or data as are furnished unless DAR advises TAMU-CC in writing that, in DAR’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and TAMU-CC confirms in writing that it wishes DAR to proceed in accordance with the documents or data as originally given.

DAR agrees and acknowledges that TAMU-CC is entering into this Agreement in reliance on DAR's represented professional abilities with respect to performing the services, duties, and obligations under this Agreement.

DAR shall perform its services in accordance with the usual and customary professional standards of care, skill, and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, DAR shall interpret and apply applicable national, Federal, State, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the DAR that will limit or prevent performance by DAR of its services.

DAR shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of TAMU-CC. DAR's Project Principal(s) responsible for managing the Project shall be identified in the professional services agreement.

Time, payment terms and maximum contract sum will be defined in the professional services agreement.

SECTION 3

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

Note: Information is also being sought at this stage on the consultants. The same information requested below for the DAR is also requested for the named consultant firm(s) if other will be used.

3.1 CRITERIA ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing the DAR’s unique qualifications as they pertain to this particular project.
- 3.1.2 Provide a statement on the availability and commitment of the DAR’s assigned principal(s) and professionals to undertake the project in accordance with the project planning schedule.
- 3.1.3 Provide a brief history of the DAR and its *Subcontractors* (Subs) proposed for the project including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years indicate the former name.
- 3.1.4 Provide a listing of number of professional staff, by discipline, located in the office that will manage the project.
- 3.1.5 Provide an Organization Chart for the team proposed for the project.
- 3.1.6 Provide resumes of key personnel from the DARs who will be assigned to this project. Resumes limited to two (2) pages per person.
- 3.1.7 Please note if your DAR certification has ever been suspended or been revoked.

3.2 CRITERIA TWO: DAR’S ABILITY TO PROVIDE SERVICES

- 3.2.1 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- 3.2.2 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with TAMU-CC.
- 3.2.3 Is your company 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.
- 3.2.4 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer, or Regent? If so, please explain.

3.3 CRITERIA THREE: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.3.1 Minimum of 3 airworthiness projects.
- 3.3.2 Minimum of 3 years of experience working with FAA projects preferred.
- 3.3.3 List a maximum of five (5) recent FAA projects for which you have provided services that are most related to this project. List a maximum of three (3) projects for each named employee at the beginning of this section.
- 3.3.4 Names of references of projects that were completed on time and within budget.

3.4 CRITERIA FOUR: RESPONDENT'S PAST PERFORMANCE ON A&M SYSTEM PROJECTS

- 3.4.1 Identify and describe past experience on Texas A&M University System (TAMUS) projects, up to a maximum of five (5) projects within the last five (5) years. For all employees named in the response, indicate the projects they also worked on. Projects may repeat with Section 3.3 above.

If the DAR has not previously provided services for The Texas A&M University System, then identify and describe the DAR's past performance on projects for "major" institutions of higher education (or similar) within the last five (5) years.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Name of Project Manager (individual responsible to Owner / TAMUS for the overall success of the project)
- Project HUB goal and percentages

3.5 CRITERIA FIVE: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.5.1 Discuss best practices that you have used in completing tasks as a DAR. Provide examples of how these techniques were used and what degree of accuracy was achieved.

3.6 CRITERIA SIX: EXECUTION OF OFFER

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.

Representations

By signing below, Respondent represents and warrants that:

- (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 TAMU-CC'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 Texas A&M University 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) Respondent and each person signing on behalf of Respondent 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 RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof.;
- (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; and
- (xi) Respondent certifies it does not and will not, during the performance of any resulting contract from this RFQ, boycott Israel.

(xii) Respondent certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges that any Agreement resulting from this RFQ may be terminated if this certification is inaccurate.

(xiii) Respondent certifies that it is not involved in human trafficking. Respondent acknowledges that any Agreement resulting from this RFQ may be terminated if this certification is inaccurate.

(xiv) Respondent certifies that the requirements of Subchapter J, Chapter 552, and *Texas Government Code*, (added by SB 943 during the 86th Legislative Session) may apply to this RFQ and resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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.

Under Section 231.006, 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.

Under Section 2155.004, Government Code, the vendor 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.

Submitted by:

(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

(Email)

(Street Address)

(Mailing Address)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

SECTION 4

FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications response shall be a **MAXIMUM OF FIFTY (50)** PAGES and uploaded as one PDF file. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.11), and Execution of Offer do not count as pages. The HUB Subcontracting Plan shall be uploaded as a separate PDF file. Respondents shall submit one (1) original of Execution of Offer and five (5) digital/electronic media copies (i.e., flash drives).
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of TAMU-CC.
- 4.1.5 TAMU-CC will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by TAMU-CC, at its option.
- 4.1.7 TAMU-CC makes no representations of any kind that an award will be made as a result of this RFQ. TAMU-CC reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 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.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.
- 4.1.10 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 and Appendix A of this RFQ will be used by TAMU-CC for evaluation.

- 4.1.11 Separate and identify each criteria response to Section 3 of this RFQ.
- 4.1.12 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

ATTACHMENT A

HUB SUBCONTRACTING PLAN

FOR

PROFESSIONAL SERVICES

- I. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting.

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Texas A&M University-Corpus Christi (TAMUCC) has determined that the agency's goals differ from the State's goals. Therefore, respondents are required to use the following:

1. 16.19% for all building construction, including general contractors and operative builders contracts.
2. 16.49% for all special trade construction contracts.
3. 14.46% for professional services contracts.
4. 9.89% for all other services contracts; and
5. 23.76% for commodities contracts.

A Historically Underutilized Business (HUB) is defined by statute as an entity with its principal place of business in this state that is: (a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, Native Americans and Service Disabled Veterans and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and have a proportionate interest and demonstrate active participation in the control operation and management of the corporation's affairs; (b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person described in subdivision (a) of the subsection; (c) a partnership formed for the purpose of making a profit in which 51% of the assets and interest in the partnership is owned by one or more persons and demonstrate active participation in the control, operation and management of the partnership's affairs; (d) a joint venture in which entity in the joint venture is a HUB under this subsection; or, (e) a supplier contract between a HUB under this subsection and a prime contractor under which the HUB

is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies.

TAMUCC shall make a good faith effort to meet or exceed either the State of Texas Disparity Study goals or the agency's goal and to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and Comptroller of Public Accounts HUB Rules, TAC Section § 20.14.

The total expected value of this contract is \$100,000 or more and Texas A&M University-Corpus Christi has determined that subcontracting opportunities are probable for this contract. Therefore, the Respondent is required to submit a HUB Subcontracting Plan (HSP) with their proposal. The Respondents will use the procedures prescribed in Article II when developing the HSP.

All Respondents must submit a HUB Subcontracting Plan according to the procedures and steps listed below.

TAMU-CC will review the information/documentation submitted and use it as a basis to determine if the Respondent's Plan provides evidence that a good faith effort will be made as required. If it is determined that the submitted Plan is not sufficient, the Respondent's submittal/proposal will be considered non-responsive and shall be rejected for the reasons recorded in the project files. An accepted HSP Subcontracting Plan will become a part of any contract with the Respondent resulting from this solicitation and then can only be modified by contract change order.

For information regarding The Texas A&M University-Corpus Christi's HUB Program and HUB subcontracting requirements, please contact Ruben Gonzalez, HUB Coordinator, ruben.gonzalez@tamucc.edu, (361) 825-5822.

II. HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

An HSP is required as part of bids, proposals, offers, or other applicable expression of interest valued at \$100,000 or more. Responses that do not include the HSP or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.

The procedures for the HSP requirements of this Request for Proposal are a **two-step process** as follows; 1) Initial HSP to be submitted with this RFQ, and 2) Complete HSP to be submitted within sixty (60) days of award. These two steps are defined below.

- 1) The following items must be submitted with your RFQ response to meet the HUB Subcontracting Plan requirements.
 - a. Cover sheet, Page 1
 - b. Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Attachment A)
 - c. State of Texas Historically Underutilized Business Subcontracting Plan: Complete the HSP form by submitting Sections 1, Section 2-a. & b. and Section 4 ONLY. The State of Texas HUB Subcontracting Plan forms shall be accessed on the following website: <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/forms.php>

The State of Texas HSP forms shall be completed for the sections noted above and according to the instructions within the form.

- d. Participation Plan explaining how the Respondent intends to make a good faith effort for each subcontracting opportunities they identify in Section 2 of the State of Texas HSP Form. This plan shall include the following:

- The Respondent shall state whether it is a Texas certified HUB.
- Provide a sample solicitation notice letter that will be sent to HUB vendors for the subcontracting opportunities. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
- Provide a sample solicitation letter that will be sent to trade organizations or development centers for the subcontracting opportunities. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
- Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
- Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.

- 2) A complete HSP must be submitted within sixty (60) calendar days from the date of contract award. The following items must be submitted with this revised HSP in order to meet the full HUB Subcontracting Plan requirements.

- a. Complete Section 1, page 1 of the HSP form.
- b. Complete Section 2a through d. Any changes to 2b shall be noted accordingly. Note that Method B is required so “No” should be checked on both 2c and d.
- c. Complete Section 3 (if you are self-performing all of the work)
- d. Complete Section 4 (must be signed)
- e. Complete Method B attachment for each opportunity listed in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

Complete either Method A or Method B (only one method can be used per HSP Plan) for each opportunity listed in Section 2b. Reminder that all supporting documentation shall be provided as part of this plan. The following are additional items of note as part of the good faith effort required:

- The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent’s notice. “Reasonable time to respond” in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the Texas A&M University-Corpus Christi HUB Program Office when searching for HUB subcontractors.

NOTE: A complete list of all certified HUBs may be electronically accessed through the Internet at

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>

- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. Texas A&M University-Corpus Christi encourages respondents to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The respondent shall provide notice to trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants.
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

III. HSP CHANGES

If at any time during the term of the contract, it becomes necessary to make a change to the approved HSP, such proposed change must be received for review and approval by the TAMUCC HUB Program Office before the change will be effective under the contract. The contractor must comply with provisions of TAC §20.14 relating to development and evaluation of HSP, in order to substitute or subdivide the work and/or substitute or add subcontractors prior to any alteration of the HSP. TAMUCC shall document changes to the HSP by contract change order. The reasons for proposed change(s) shall be requested on a Form C-27b Consultant/Subcontractor Substitution Form and recorded in the procurement file. In the event that a change is necessary, the requested changes shall not reduce the level of HUB participation that was a part of the proposal at the time of construction contract award unless approved by the TAMUCC HUB Program Office.

The contractor will be required to submit a revised HSP for additional subcontracting opportunities that were not identified in the original HSP and created when the original scope of work expands through a change order, contract amendment or a contract renewal.

TAMUCC requires a respondent to whom a contract has been awarded, to report to TAMUCC the identity and the amount paid to its subcontractors, HUBs, and non-HUBs. If the contractor fails to fulfill the HSP specified in the contract, TAMUCC shall notify the contractor of any deficiencies. TAMUCC shall require the contractor to submit documentation and explain why the failure to fulfill the HUB Subcontracting Plan should not be attributed to a lack of good faith effort by the contractor.

If a determination is made that the contractor failed to implement the HSP in good faith, TAMUCC, in addition to any other remedies, may report nonperformance to the Comptroller of Public Accounts in accordance with 34 TAC, Chapter §20.105 (relating Debarment).

During the term of the contract, TAMUCC shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

IV. REPORTING REQUIREMENTS

Each contractor that enters into a contract shall report to Texas A&M University-Corpus Christi all subcontracting/supplier payments. The report will include the volume of work performed under the contract, the portion of the work that was performed with its own employees/resources, HUB and Non-HUB subcontractors and suppliers (See HSP Prime Contractor Progress Assessment Report Form (PAR) located at the following link under HUB Subcontracting Plan (HSP) Forms:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Texas A&M University-Corpus Christi may request payment documentation in accordance with the Comptroller of Public Accounts HUB Rules that confirms the performance of the contractor. During the course of the contract, TAMUCC shall disc DAR the performance of the contractor and document the contractor performance in the contract file.

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees, as defined by the Internal Revenue Service, in order for TAMU-CC to receive 100% HUB credit for the entire contract.

If a HUB prime contractor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its own or leased employees, the HUB contractor must report to TAMU-CC the value of the contract that was actually performed by the HUB prime contractor and the amount to be performed by its HUB subcontractors.

The HUB Office shall audit the contractor's compliance with the HSP. If the contractor is found deficient, TAMUCC shall give the contractor an opportunity to submit documentation and explain to TAMUCC why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the contractor.

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

Mr. Ruben Gonzalez
Texas A&M University-Corpus Christi
6300 Ocean Drive., Unit 5731
Corpus Christi, Texas 78412-5731

Subject: HUB Subcontracting Plan
Project Number: RFQ3-0002
FAA (DAR)-F
Corpus Christi, Texas

Dear Mr. Gonzalez:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your FAA (DAR)-F for Project Number RFQ3-0002.

I have read and understand Texas A&M University-Corpus Christi's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the goals for HUB participation.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)

ATTACHMENT B

SAMPLE DESIGNATED AIRWORTHINESS REPRESENTATIVE SELECTION RATING SYSTEM

1. Firm's Project Completion Background for **Greater than 300lb UAS Airworthiness Certification**

	Maximum	20 Points
A. Completion of 3 previous similar type UAS projects		25 Points
B. Completion of 1 project		15 Points
C. No projects were completed		0 Points

2. Years experience as a Designated Airworthiness Representative	Maximum	20 Points
A. 5 or more years' experience		20 Points
B. 3-4 or more years' experience		15 Points
C. 2 or less years' experience		10 Points
D. No experience		0 Points

2. Project Experience with FAA DAR-F Function Code 72	Maximum	20 Points
A. 5 or more projects		20 Points
B. 3 or more projects		15 Points
C. 1-2 projects		10 Points
D. No projects		0 Points

3. Firm's Experience with Unique Qualifications with UAV's	Maximum	5 Points
A. Yes		5 Points
B. No		0 Points

4. References from Airworthiness Projects	Maximum	20 Points
A. Respondent lists 5 previous clients with similar projects and all references give excellent response on quality of service		20 Points
B. Respondent lists 3 previous clients		15 Points
C. Respondent lists 1 previous client		10 Points
D. Respondent lists no previous references		0 Points

5. Projects with State Agencies/Universities	Maximum	10 Points
A. Respondent lists 5 similar projects		10 Points
B. Respondent lists 3 similar projects		5 Points
C. Respondent lists 1 similar projects		3 Points

D. Respondent lists no previous references 0 Points

6 . Classified as HUB Vendor **Maximum 5 Points**

A. Firm is classified as a HUB Vendor 5 Points

B. Firm is not HUB Vendor 0 Points

MAXIMUM TOTAL POINTS 100 POINTS

Statement of Qualifications submittals should be organized to address each evaluation criteria as listed above and provide references where appropriate. Brochures and similar generalized background materials may be included but are not required.

ATTACHMENT C



CONTRACTS ADMINISTRATION
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412-5731

PROFESSIONAL SERVICES AGREEMENT
between TEXAS A&M UNIVERSITY – CORPUS CHRISTI
and _____

This Professional Services Agreement (“Agreement”) between **Texas A&M University- Corpus Christi**, a member of The Texas A&M University System, an agency of the State of Texas (“TAMU-CC”), and _____, (“Provider”), is made and entered into as of _____, 20____ (“Effective Date”).

This Agreement is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

TAMU-CC and Provider hereby agree as follows:

1. SCOPE OF WORK

- A. Provider shall provide [INSERT SERVICES], which include, but are not limited to:
- B. The scope of the work (“Work”) and the time for performance thereof, is as set forth in Appendix A attached hereto and made a part hereof for all purposes including the HUB subcontracting plan and any reports required thereunder.
- C. Upon execution of this Agreement, all services previously performed by Provider on behalf of TAMU-CC and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.
- D. Provider shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Service under this Agreement. Provider shall identify to the TAMU-CC in writing any such documents or data which, in Provider’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. TAMU-CC does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises TAMU-CC in writing that, in Provider’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and TAMU-CC confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.
- E. Provider agrees and acknowledges that TAMU-CC is entering into this Agreement in reliance on Provider’s represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill, and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size,

scope, and budget to the Project (the “Standard of Care”). Subject to this Standard of Care, Provider shall interpret and apply applicable national, Federal, State, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of its services.

- F. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of TAMU-CC. Provider’s Project Principal(s) responsible for managing the Project is identified in Appendix A and, while employed by Provider, shall not be changed without the prior written approval of TAMU-CC.
- G. TAMU-CC’S approval or acceptance of Provider’s services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because TAMU-CC is, at all times, relying upon Provider’s skill and knowledge in performing Provider’s services. TAMU-CC shall have the right to reject any of Provider’s services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to TAMU-CC. Provider’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which TAMU-CC may have at law or in equity, or both.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in the Work to be performed under this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider’s business or profession. Work is to commence [INSERT START DATE] and will be completed no later than [INSERT COMPLETION/FINAL TERMIN DATE]

3. PAYMENT TERMS and MAXIMUM CONTRACT SUM

- A. For the satisfactory performance of the Work, TAMU-CC shall pay Provider an amount not to exceed [WRITE OUT AMOUNT] (\$_____). Provider’s Fee Schedule is attached as Appendix A.
- B. TAMU-CC reserves the right to increase the scope of this engagement as necessary but the total billings for authorized work shall not exceed [WRITE OUT AMOUNT] (\$_____).
- C. Payments of the amount due to Provider will be provided by TAMU-CC upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix B, and provides supporting documentation for reimbursable expenses relating to Work requested by TAMU-CC, if any. The invoice must be signed by the Provider and submitted to TAMU-CC at the address specified in Section 8 below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.
- D. TAMU-CC makes no representations regarding the amount or type of services, if any, that TAMU-CC will be asked to provide to TAMU-CC during the term(s) of this Agreement. It is expressly understood that TAMU-CC is under no obligation to request any services from Provider and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by TAMU-CC on an as-needed basis, subject to future agreement on the scope of the work and the fee.

- E. **TAMU-CC's payment shall be made in accordance with Chapter 2251, Texas Government Code, commonly known as the Texas Prompt Payment Act, which shall govern remittance of payment and remedies for late payment and non-payment.**

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party 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 the terminating party.
- B. TAMU-CC may, without cause, terminate this Agreement at any time upon giving thirty days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to TAMU-CC a final report describing the work completed to the date of termination. TAMU-CC shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. TAMU-CC FACILITIES [optional section]

TAMU-CC will provide Provider with office space, as needed, to carry out Provider's duties under this Agreement. Any non-consumable items provided by TAMU-CC will remain TAMU-CC property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but TAMU-CC reserves the right to enter the premises to conduct TAMU-CC business, as may be reasonably necessary or for health and safety purposes.

6. 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 TAMU-CC. By requiring such minimum insurance, TAMU-CC 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 TAMU-CC at least ten days before the effective date of the cancellation.

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University – Corpus Christi. 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.

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. 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 Provider and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Provider 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 two (2) years after the expiration or cancellation of this Agreement.

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.

E. Provider will deliver to TAMU-CC:

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, The Texas A&M University System and TAMU-CC 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, The Texas A&M University System and TAMU-CC. No policy will be canceled without unconditional written notice to TAMU-CC 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 TAMU-CC ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by TAMU-CC 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 mailed, or emailed to the following TAMU-CC contact:

attn.: Contracts Administration
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
contracts@tamucc.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMU-CC in writing.

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

7. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of TAMU-CC. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the project.

8. NOTICES

Any notices required or permitted under this Agreement must be in writing and will 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. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M University:

Texas A&M University – Corpus Christi
attn; Contracts Administration
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
Email: contracts@tamucc.edu

Provider:

Telephone: _____
Email: _____

9. PUBLIC INFORMATION

- i) Provider acknowledges that TAMU-CC 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.
- (ii) Upon TAMU-CC's written request, Provider will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) Provider acknowledges that TAMU-CC 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.
- (iv) 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.

10. DISPUTE RESOLUTION

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, 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 TAMU- CC 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 TAMU-CC's Contracts Director or authorized designee, 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 TAMU-CC's sovereign immunity to suit or liability and TAMU-CC has not waived its right to seek redress in the courts.

11. HUB SUBCONTRACTING

It is the policy of the State of Texas, the Texas Procurement and Support Services and the Texas A&M University System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. The Provider having been awarded this Contract in part by complying with the Historically Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

Provider agrees on allocating work to subcontractors (consultants) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with The Texas A&M University System Policy on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by TAMU-CC. While this Agreement is in effect and until the expiration of one year after completion, TAMU-CC may require information from the Provider, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

12. MISCELLANEOUS

- A. Provider shall indemnify and hold harmless A&M System, TAMU-CC, 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 Indemnities 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.
- B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMU-CC.
- C. 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 TAMU-CC. 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 Provider 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 TAMU-CC policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- D. Ethics Matters. Neither Provider nor its employees, agents, representatives or consultants will assist or cause any TAMU-CC employee to violate TAMU-CC’S Conflicts of Interest Policy or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board of Regents of the Texas A&M University System nor employee of TAMU-CC has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- F. 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. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located.

- G. 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. TAMU-CC may request a consultant to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of TAMU-CC.
- I. 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.
- J. 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.
- K. TAMU-CC 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 TAMU-CC is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TAMU-CC.
- L. Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC 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.
- M. Performance by TAMU-CC 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, TAMU-CC will issue written notice to Provider and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of TAMU-CC. In the event of a termination or cancellation under this Section, TAMU-CC will not be liable to Provider for any damages that are caused or associated with such termination or cancellation.
- N. 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 Contract may be terminated and payment withheld if this certification is inaccurate.
- O. 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 Agreement may be terminated if this certification is inaccurate.

- P. 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.
- Q. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
- R. Not Eligible for Rehire. Provider is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC 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 TAMU-CC.
- S. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.
- T. 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.
- U. Compliance with Laws. Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

- V. 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).
- W. Verification Regarding Boycotting Energy Companies. To the extent applicable to this Agreement, Provider agrees that in accordance with Section 2274.002, *Texas Government Code*, Provider (1) does not boycott energy companies, and (2) will not boycott energy companies during the Term of this Agreement.
- X. Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent applicable to this Agreement, Provider agrees that in accordance with Section 2274.002, *Texas Government Code*, Provider (1) 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.

13. ENTIRE AGREEMENT

This document constitutes the entire Agreement between TAMU-CC and Provider. This Agreement supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Provider.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY
- CORPUS CHRISTI

[Insert Provider Name]

: _____ Name: _____ Title: _____ Dated: _____

By: _____ Name: _____ Title: _____ Dated: _____

Address: _____

Telephone: _____

Email: _____