



**Glenn Hegar**  
Comptroller of Public Accounts

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## RFP No. 720-1726 Disaster Restoration and Recovery Services

**Open Date:** 08/24/17 02:30 PM

**Agency Requisition Number:** 720-1726

**NOTE:** You will need to download all of the following files for specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

**-Package 1** size: 399621 (in bytes) Type: Specification Format: (ASCII Plain Text)

**-Package 2** size: 111904 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)

**-Package 3** size: 21499 (in bytes) Type: Addendum Format: (ASCII Plain Text)

**Agency:** UNIVERSITY OF TEXAS SYSTEM (720)

**Open Date:** 08/24/17 02:30 PM

**Agency Requisition Number:** 720-1726

**Previous Price Paid:** N/A

**Solicitation type:** 21 Days or more for solicitation notice

**NIGP Commodity Code(s):**

Class-Item: 545 - 52

Class-Item: 990 - 28

Class-Item: 990 - 60

**Contact Information:**

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**Address:** 504 Lavaca Street

Ste. 810

Austin, TX 78701

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## REQUEST FOR PROPOSAL

**RFP No. 720-1726 Disaster Restoration and Recovery Services**

**Proposal Submittal Deadline: Thursday, August 24<sup>th</sup>, 2017 at 2:30 PM CST**

The University of Texas System  
Office of Risk Management

Prepared By:  
Darya Vienne  
The University of Texas System  
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Suite B. 140E  
Austin, Texas 78701-2891  
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July 28<sup>th</sup>, 2017

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with 14 institutions that educate more than 228,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and third in the nation in federal research expenditures. In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research.

Chancellor William H. McRaven's ambitious vision for the UT System includes nine "[Quantum Leaps](#)," that address many of the most significant challenges of our time, including building the nation's next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education's role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in the fall of 2015. And UT is the only system of higher education in the nation establishing not one, but two new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue do so thanks to our generous donors and the leadership of the [Chancellor](#), the [Board of Regents](#) and [UT presidents](#).

#### UT SYSTEM ACADEMIC INSTITUTIONS:

- [The University of Texas at Arlington](#)
- [The University of Texas at Austin](#)
- [The University of Texas at Dallas](#)
- [The University of Texas at El Paso](#)
- [The University of Texas of the Permian Basin](#)
- [The University of Texas Rio Grande Valley](#)
- [The University of Texas at San Antonio](#)
- [The University of Texas at Tyler](#)

## UT SYSTEM HEALTH INSTITUTIONS:

- [The University of Texas Southwestern Medical Center](#)
- [The University of Texas Medical Branch at Galveston](#)
- [The University of Texas Health Science Center at Houston](#)
- [The University of Texas Health Science Center at San Antonio](#)
- [The University of Texas M.D. Anderson Cancer Center](#)
- [The University of Texas Health Science Center at Tyler](#)

### 1.2 Background and Special Circumstances

UT System and its fourteen (14) Institutions operate in a highly competitive academic, research, and healthcare environment. Loss of critical functions, unplanned shutdowns, or delayed restoration of operations could have a significant adverse impact on UT System and the Institutions. If an initial damage assessment after a loss resulting from fire, flood, wind, or other peril reveals conditions that will require restoration and recovery efforts that are beyond UT System's and the Institutions' abilities, contractual agreements with qualified and experienced companies may be necessary. By participating in this RFP, proposer(s) (collectively, "**Proposer**") agrees to extend all goods, services and pricing to UT System Administration and any UT System Institution (collectively, "**Institutional Participants**") that wishes to participate in any contract entered into with Proposer. UT SYSTEM DOES NOT REPRESENT, WARRANT OR GUARANTY THAT UT SYSTEM WILL PROCURE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES UNDER ANY AGREEMENT RESULTING FROM THIS RFP, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES.

### 1.3 Objective of Request for Proposal

UT System is seeking to enter into one or more non-exclusive contracts with qualified, experienced and sufficiently staffed and equipped disaster restoration and recovery services companies for services including, but not limited to: (1) project management, (2) fire, smoke and water damage recovery, (3) moisture control, (4) heating, ventilation and air conditioning ("**HVAC**") decontamination and cleaning, (5) microbial remediation, (6) telecommunications recovery, (7) electronics restoration, (8) media recovery, (9) documents, books and vital records recovery, (10) equipment recovery, and (11) training.

Because time is of the essence when dealing with disaster recovery, UT System encourages proposals that demonstrate an ability to deliver immediate and comprehensive disaster restoration and recovery services. Proposals to deliver the services on a regional basis to UT System institutions in geographic proximity will be considered. Proposals should also demonstrate an ability to deliver the services in accordance with all Federal Emergency Management Agency ("**FEMA**") and insurance company requirements, to maximize eligibility for assistance from FEMA and recovery through insurance claims and reimbursement of expenses.

### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase

volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Thursday, August 24th, 2017 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

**Darya Vienne**  
**Email: [dvienne@utsystem.edu](mailto:dvienne@utsystem.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on August 10th, 2017.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Cost (10%);
- B. Company Profile and Business Reputation (25%);
- C. Project Approach (40%);
- D. General Information (15%);
- E. Coordination with FEMA and Insurance Companies (10%).

## 2.4 Key Events Schedule

Issuance of RFP	Friday, July 28 <sup>th</sup> , 2017
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Thursday, August 10 <sup>th</sup> , 2017
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Thursday, August 24 <sup>th</sup> , 2017

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.



- 2.5.3 A HUB Subcontracting Plan (“HSP”) is a required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes  
HUB Coordinator  
Phone: 512-322-3745  
Email: [khayes@utsystem.edu](mailto:khayes@utsystem.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University on Thursday, August 24th, 2017 at 2:30 PM CST (ref. **Section 3.2** of this RFP.) to the email address below:

**HSP Submittal Email:** [utadminHSP@utsystem.edu](mailto:utadminHSP@utsystem.edu)

Proposer must include the following information in the email submission:

Subject Line: RFP 720-1726, Disaster Restoration and Recovery Services, Proposal due date: **Thursday, August 24<sup>th</sup>, 2017 at 2:30 PM CST**, HUB Subcontracting Plan.

Body: Proposer company name and the name and contact information of the person who prepared the HSP.

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / **Exhibit H** form for use with this Request for Proposal. Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will send an email confirmation to each Proposer upon receipt of the Proposer's HSP. Each Proposer's HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer's failure to submit one (1) completed and signed HUB Subcontracting Plan **to the email address noted above** may result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal may be returned to the Proposer unopened (ref. **Section 1.5 of Appendix One** to this RFP). **Note:** The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the HSP Submittal email address noted above.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

- A. One (1) complete paper copy of its *entire* proposal.

The paper copy of the proposal should contain the mark “original” on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

***University does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”***

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer’s name and RFP number.

In addition, Proposer must submit one (1) complete electronic copy of the proposal in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

#### 3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas System Administration  
210 West 7th Street  
Austin, Texas 78701-2891  
**Attn: Darya Vienne**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a

conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

## SECTION 4

### **GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.2.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**Contract Term:** University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for two (2) additional one (1) year renewal periods, upon mutual written agreement of both parties.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

**Multiple Awards:** University reserves the right to make multiple awards against this RFP.

**Disclosure of Existing Agreement:** University has existing agreement with the following vendors:

- 1) BMS CAT Inc.
- 2) Cotton Holdings, Inc.

Both agreements are scheduled to expire extended through November 30, 2017.

#### 5.2 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**. *Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

#### 5.3 Scope of Work

##### A. Covered Services

1. Contractor must, at the request of any Participating Institution, perform Covered Services to include but are not limited to: project management; fire, smoke and water damage

recovery; moisture control; heating ventilation and air conditioning (HVAC) decontamination and cleaning; microbial remediation; telecommunications recovery; electronics restoration; media recovery; documents, books and vital records recovery; equipment recovery; and training. In association with these services, Contractor shall prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws. At the completion of work, Contractor must also provide Requesting Institution with a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.

2. Contractor must furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this **Section 5.3**.
3. Contractor must provide general instructional services at no additional cost to the Requesting Institutions regarding disaster planning, restoration and recovery with respect to the Covered Services.
4. Contractor must, at Contractor's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of Covered Services. If leaks or spills, including leaks or spills of hazardous substances, occur at UT System or a Requesting Institution which are not in connection with Contractor's performance of Covered Services, response to the leak or spill may be added as a Covered Service under the procedures provided in **Section 5.3**.

#### B. Service Requirements

1. Contractor must perform all Covered Services on an "open order" basis as requests for service are received from UT System or each Requesting Institution, pursuant to the requirements of any specific instructions of UT System or the Requesting Institution.
2. To request services, UT System or each Requesting Institution's Coordinator, or his / her designee, shall initiate an order by calling and notifying the Contractor's 24-hour emergency response number and identify the general scope, location and nature of services requested. Within one (1) hour of notice, the Contractor's project manager shall contact UT System or the Requesting Institution's Coordinator, or his /her designee, to make a preliminary assessment of services required. After the preliminary assessment is made, Contractor will initiate response and be fully mobilized and on-site within twenty-four (24) hours of notice.
3. Contractor must perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of UT System or each Requesting Institution. Contractor must use its best efforts to cooperate and coordinate with UT System or / and each Requesting Institution's personnel and other Contractors who may be providing contemporaneous services.
4. Contractor must perform Covered Services at locations designated by UT System or each Requesting Institution's Coordinator.

### C. Review and Approval of Services

1. All services performed by Contractor must be subject to the review and approval of the University Coordinator and the Requesting Institution Coordinator for the affected Institution.
2. The Requesting Institution Coordinator must decide all questions that may arise as to Contractor's obligations hereunder at the particular Institution. The determination of the Institution Coordinator shall be final and conclusive as to all questions that arise with respect to that Institution and the determination of the University Coordinator shall be final and conclusive as to all questions that arise with respect to University.

#### 5.4 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

##### **Company Profile and Business Reputation (25%)**

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
  - Contact name with email address and phone number;
  - Time period in which work was performed;
  - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
  3. Provide summary resumes for proposed project team members, including without limitation the team members' specific experiences with similar projects, number of years with Proposer, qualifications and education.
  4. Describe experience and qualifications for all Proposer's subcontractors, including but not limited to transporters and storage facilities.
  5. Provide a copy of all of Proposer's current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Proposer to perform the Services including, but not limited to licenses, registrations or certifications allowing Proposer to engage in disaster restoration and recovery services within Texas.
  6. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain the impact both in organizational and directional terms.
  7. Provide any details of all past or pending litigation or claims filed against Proposer that would affect Proposer's performance under a contract with UT System.



8. Is Proposer 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.
9. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship, between Proposer and any employee of UT System or an Institution? If yes, please explain.
10. Provide a list of all projects completed in the last three (3) years and a reference for each project with Covered Services similar in type and scope to those needed by the Institutions. The reference list should include, company name and address, contact person, telephone number, project description, size and cost, length of business relationship and background of project (year of project, summary of work performed, etc.).

### **Project Approach (40%)**

11. For each type of disaster restoration and recovery service identified in this **Section 5**, provide a detailed description of Proposer's procedures for providing Services, including the estimated time to respond to requests for Service from time notice is received by Proposer to receipt of Service by UT System or Requesting Institution.
12. Describe the types and frequency of reports or other written documents Proposer will provide to UT System or / and Requesting Institutions, if any. Include samples of reports and documents if appropriate.
13. Describe Proposer's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.
14. Describe Proposer's quality assurance program, including a description of Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
15. What difficulties does Proposer anticipate in serving UT System and Requesting Institutions, and how does Proposer plan to manage those difficulties? What assistance will Proposer require from UT System or Requesting Institutions?
16. Provide a statement of the Proposer's project approach, any unique benefits Proposer offers UT System or Requesting Institutions, and any other information Proposer desires UT System and Requesting Institutions to consider in connection with its proposal. Briefly address each of the Services.
17. Provide information to assist UT System and Requesting Institutions in assessing the soundness of Proposer's approach to providing disaster restoration and recovery services, including but not limited to examples and approaches that allow the participation of UT System and Requesting Institution personnel and other potential cost saving approaches.

### **General Information (15%)**

18. Provide a detailed summary of Proposer's federal and state regulatory compliance history for the past five (5) years, including without limitation, copies of all inspection reports, notices of violations, administrative actions, settlement documentation and other similar reports, actions and documentation prepared by or for, or entered into with any regulatory agency. UT System also reserves the right to review, directly or through its agents, Proposer's regulatory history, and other relevant information.

19. Provide approximate total contract values and number of contracts for the Services provided by Proposer during the 2016 calendar year in the following categories:

<u>CATEGORY</u>	<u>APPROXIMATE VALUE/ # CONTRACTS</u>
<b>Project Management</b>	_____
<b>Fire, Smoke and Water Damage Recovery</b>	_____
<b>Moisture Control</b>	_____
<b>HVAC Decontamination and Cleaning</b>	_____
<b>Microbial Remediation</b>	_____
<b>Telecommunications Recovery</b>	_____
<b>Electronics Restoration</b>	_____
<b>Media Recovery</b>	_____
<b>Documents, Books and Vital Records Recovery</b>	_____
<b>Equipment Recovery</b>	_____
<b>Training</b>	_____

20. Describe Proposer's ability to provide quality service to UT System and each of Requesting Institutions, including without limitation those Requesting Institutions located in West Texas, South Texas and Northeast Texas.
21. Provide information to assist UT System and the Institutions in assessing Proposer's knowledge of current and developing issues related to providing Covered Services, as well as issues related to other fields that may be applicable to UT System and its Institutions.
22. Provide a list of any goods or services not specified in this RFP that Proposer will provide to UT System or Requesting Institutions and any related costs of such goods and services to UT System or the Institutions. **Do not provide cost information in this Section. Include it as Proposer's response to Section 6.**

**Coordination with FEMA and Insurance Companies (10%)**

23. Provide details regarding how Proposer will maintain daily activity reports, inventory and equipment logs, and labor details and how Proposer will submit invoices so that claim recovery through FEMA or insurance companies will be maximized.

24. Provide details regarding how many projects the Proposer has been involved in within the last three (3) years where FEMA was involved regarding reimbursements.
25. Provide details regarding Proposer's experience with cost control measures and methods for assuring the costs do not exceed that allowed by FEMA.
26. Provide details regarding any FEMA disputes on those projects worked within the last three (3) years and describe the dispute as it relates to; any mediation, arbitration or other dispute resolution processes.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**RFP No.:** 720-1726

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

**Note:** Contractor may increase the rates set out in Section 6 of this RFP one (1) time each year to reflect any increased cost of providing such services; provided, however, that any increase in the rate for any particular service shall not exceed five percent (5%). Contractor shall give written notice of any such rate increases to the University Coordinator and the Requesting Institution Coordinator for each Institution not later than July 1 of each year and the increases shall become effective as of September 1 of such year. If notice is not received by July 1, the then current Contract's Rate Schedule shall continue in effect until a proper notice of is received the following year, or until the Contract is terminated. Notwithstanding the foregoing, Contractor may increase the rate for any particular service by more than five percent (5%) if the Contractor can demonstrate to the University Coordinator's satisfaction that the cost of providing the service has increased by more than five percent (5%). Any such increase shall reflect Contractor's increased costs.

**6.1 Pricing for Services Offered (10%)**

**A. Labor**

Operations Personnel Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of the Contractor or temporary hires employed directly by the Contractor or secured through a labor service Rates stated below are per person per hour.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
General Cleaning Laborer	_____
Clerical	_____
General Restoration Supervisor / Technician	_____
Resource Coordinator	_____
Project Accountant	_____
Assistant Superintendent	_____
Electronics Restoration Supervisor/Technician	_____
Industrial Corrosion Control Supervisor/Technician	_____
Documents Recovery Specialist	_____
Superintendent	_____
Project Manager	_____

Health and Safety Officer	_____
Certified Industrial Hygienist	_____
Technical Consultants / Engineers	_____

**B. Equipment**

1. Equipment Rates: Contractor-Owned Equipment

These rates apply to equipment that is owned by the Contractor and utilized in the performance of Covered Services (whether supplied from the Contractor’s inventory or specially purchased by the Contractor for performance of Covered Services).

<u>CLASSIFICATION</u>	<u>DAILY RATE</u>	<u>MONTHLY RATE</u>
Air Compressor	_____	_____
Air Mover / Carpet Dryer	_____	_____
Boroscope	_____	_____
EDP - Tool Set	_____	_____
EDP - High Pressure Sprayer	_____	_____
EDP - Instrument Drying Oven	_____	_____
Foamer	_____	_____
Fogger - Spray Mist	_____	_____
Fogger - Thermo-Gen	_____	_____
Generator- Less than 10 Kilowatt	_____	_____
HEPA Air Filtration Unit - 2000 CFM	_____	_____
HVAC - Air Tool Kit	_____	_____
HVAC - Cutting / Spray Kit	_____	_____
HVAC - Duct Auger	_____	_____
HVAC - Duct Sweeper	_____	_____
Hygrothermograph – Recording	_____	_____
Dry Clean Machine	_____	_____
Lights - Quartz Demolition	_____	_____
Moisture Meter –		
Penetrating or Non-Penetrating	_____	_____
Negative Air Machine	_____	_____
Ozone Generator	_____	_____
Radio Personnel Communication	_____	_____
Refrigerant Dehumidification Unit -		
One (1) Ton	_____	_____
Refrigerant Dehumidification Unit -		
Three (3) Ton	_____	_____
Sprayer- Industrial Airless	_____	_____
Water Extraction System	_____	_____
Thermohygrometer	_____	_____
Trailer 40 ft Storage	_____	_____
Trailer - Refrigerated 40 ft. Storage	_____	_____

<u>CLASSIFICATION</u> <u>RATE</u>	<u>DAILY RATE</u>	<u>MONTHLY</u>
Trailer – Utility	_____	_____
Truck – Box	_____	_____
Ultrasonic Decontamination Vat - 500 Watt	_____	_____
Vacuum-Barrel	_____	_____
Vacuum Commercial Canister	_____	_____
Vacuum - EDP Anti-static	_____	_____
Vacuum - HEPA	_____	_____
Vacuum - MV II	_____	_____
Vacuum - Upright	_____	_____
Van - Cargo / Passenger	_____	_____
Washer - High Pressure	_____	_____

- a. The daily rate must be charged for each calendar day or portion thereof during which the equipment is utilized to perform the Services, regardless of the number of shifts on which the equipment is used during the day.
- b. The monthly rate represents the maximum rate that will be charged for any item of equipment in any one (1) month. For purposes of applying this rate, periods will begin on the day the work was started (i.e., if the work began on July 5 the end of the month would be August 4 - the monthly period would be from the 5th day of the current month to the 4th day of the month next following).
- c. During the course of performance of the Services, Contractor may add additional equipment to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

2. Equipment rented by Contractor

The rental rate for any items of equipment which Contractor rents from third party vendors specifically for use in performing the Services shall be at Contractor's expense. Rental of any items of equipment which Contractor rents from third party vendors must have the prior written approval of the Requesting Institution Coordinator.

**C. Materials**

1. Material Rates

<u>CLASSIFICATION</u>	<u>RATE PER UNIT</u>
Anti-Microbial' Sealer	_____
Applicators – 6” Cotton	_____
Biocides / Disinfectants	_____
Box - Book	_____
Box - Dish	_____
Box - Freeze Dry	_____
Brush - Wire Grout	_____
Carpet Deodorizer	_____
Cartridge - Respirator	_____
Coil Cleaner	_____
Cotton Cleaning Cloths	_____
Desiccant 25	_____
Desudser	_____
Dry Solvent Stain Remover	_____
EDP - Corrosion Control Lubricant	_____
EDP - VCI Device	_____
Emulsifier - Powder	_____
Emulsifier - Liquid	_____
Expert Formula 828 Concentrate	_____
Filter - Fine Dust Kit	_____
Fireman’s Friend Abrasive Compound	_____
Furniture Blocks	_____
Furniture Pads	_____
Furniture Polish	_____
Glass Cleaner	_____
Gloves – Cotton	_____
Gloves – Latex	_____
Gloves – Leather	_____
Gloves - Nimble Finger (N-Dex)	_____
Goggles	_____
Hexathane (MS, CS, or LO)	_____ / 1 oz.
Lemon Oil	_____ / 1 oz.
Lin-Aire Liquid Spray Concentrate	_____ / 1 oz.
Lin-Aire Odor Absorption Gel	_____ / 1 oz.
Lin-Set D-1	_____
Lin-Set Duct Seal	_____
Mop Heads	_____
Odromatic	_____
Paper - Corrugated	_____
Paper - Craft	_____

<u>CLASSIFICATION</u>	<u>RATE PER UNIT</u>
Pigmented Sealer	_____
Polishing Pads	_____
Polyester Fitter Material	_____
Polyethylene Sheeting (8' x 200' roll; 2-4 mil)	_____
Polyethylene Sheeting (20' x 100' roll; 6 mil)	_____
Pump - Barrel Syphon	_____
Reodorant (chemical additive used to restore an odor)	_____
Restoration Sponge	_____
Safety Glasses	_____
Shrink Wrap	_____
Stainless Steel Polish	_____
Steamat~A~Fog	_____
Steel Wool	_____
Suit – Tyvek	_____
Tape – Boxing	_____
Tape – Duct	_____
Tape – Masking	_____
Thermo Fog Spray	_____
Trash Bags – Disposable	_____
Vinyl & Leather Conditioner	_____
Shovel	_____
Ladder	_____
Extension Cord	_____



2. Additional Provisions

- a. The foregoing prices must be applied to all materials on the schedules above which are utilized in the performance of the Services, whether shipped to the site from Contractor's inventory, shipped directly to the site from Contractor's sources, or purchased locally by Contractor from either an affiliated or non-affiliated entity.
- b. During the course of performance of the Services, Contractor may add additional materials to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

**D. Document Recovery Services (including Freeze Drying)**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- o Nature of Damage
- o Moisture Saturation
- o Degree of Char/Soot Residue
- o Mold/Mildew Infestation
- o Smoke Odor
- o Deodorization Requirements
- o Contamination Factors Include Debris, Sewage, Sift, and / or Hazardous Materials.

Provide price range per cubic foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**E. Telecommunications, Electronics, Media and Equipment Recovery Services**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- o Nature of Damage
- o Moisture Saturation
- o Degree of Char/Soot Residue
- o Mold/Mildew Infestation
- o Smoke Odor
- o Deodorization Requirements
- o Contamination Factors Include Debris, Sewage, Sift, and/or Hazardous Materials

Provide price range per cubic foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance

with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**F. Water Damage Recovery and Moisture Control Services (including, but not limited to: Desiccant Dehumidification, HVAC Decontamination and Cleaning, Microbial Remediation)**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- o Nature of Damage
- o Moisture Saturation
- o Height of Buildings, Ceilings and Affected Space
- o Length of Job and/or Time Constraints
- o Other Contamination Factors

Provide price range per square foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for water damage recovery and moisture control services only. Labor, equipment and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**G. Fire and Smoke Damage Recovery Services**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- o Nature of Damage
- o Height of Buildings, Ceilings and Affected Space
- o Length of Job and/or Time Constraints
- o Other Contamination Factors

Provide price range per square foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for fire and smoke damage recovery services only. Labor, equipment and materials costs incurred in connection with this type of Covered Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

University will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Work and *approved by University in advance*. Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to University receipts, invoices, and other documentation requested by University.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*), without the prior written approval of University.

**6.2 Discounts**

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

**6.3 Delivery Schedule of Events and Time Periods**

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

**6.4 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“ACH”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

#### 1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

#### 1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

#### **1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

#### **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

### 1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

Proposer must also submit two (2) copies of the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5** of this RFP.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
  - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
  - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
  - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend 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 its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.



- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
  - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
  - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
  - Proposer has disclosed any personnel who are related to any current or former employees of University.
  - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
- 2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 720-1726 Disaster Restoration and Recovery Services

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name / Title)

---

(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)

---

(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

### 3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

### 3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

### 3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

### 3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

### 3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.: Disaster Restoration and Recovery Services**

**RFP No.:** 720-1726

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX TWO**  
**AGREEMENT**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX THREE**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Non-Exclusive Agreement between University and Contractor (**Agreement**) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (**Effective Date**), by and between **The University of Texas** \_\_\_\_\_, an agency and institution of higher education established under the laws of the State of Texas (**University**), and \_\_\_\_\_, a \_\_\_\_\_ (**Contractor**) Federal Tax Identification Number \_\_\_\_\_.

**Whereas**, University desires to contract for certain disaster restoration and recovery services;

**Whereas**, Contractor specializes in providing the services desired by University; and

**Whereas**, University wishes to contract for and Contractor agrees to provide the Covered Services (as hereinafter defined) subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and also in consideration of the mutual promises herein contained, University and Contractor agree as follows:

### 1. DEFINITIONS

- 1.1 The term "Contractor Coordinator" means the person designated by University to coordinate the communications between Contractor and University or that person's delegate.
- 1.2 The term "Covered Services" means and refers to any and all disaster restoration and recovery services including, but not limited to: project management; fire, smoke and water damage recovery; moisture control; heating ventilation and air conditioning (HVAC) decontamination and cleaning; microbial remediation; telecommunications recovery; electronics restoration; media recovery; documents, books and vital records recovery; equipment recovery; and training. The Covered Services shall include all services fairly deemed included in, incidental to, or reasonably inferable from the services described in **EXHIBIT A**.
- 1.3 The term "DOT" means the United States Department of Transportation or any successor agency.
- 1.4 The term "EPA" means the United States Environmental Protection Agency or any successor agency.
- 1.5 The term "Requesting Institution" or "Institution" means the University or Requesting Institution that generated the Covered Services and refers to any one of the University's eight (8) academic institutions, six (6) health institutions or System Administration.
- 1.6 The term "Institution Coordinator" means the person designated by the Institution to coordinate communications between Contractor and the Institution, or that person's delegate.
- 1.7 The term "OSHA" means the Occupational Safety and Health Administration or any successor agency.
- 1.8 The term "TCEQ" means the Texas Commission on Environmental Quality or any successor agency.
- 1.9 The term "FEMA" means the Federal Emergency Management Agency or any successor agency.



- 1.10 The term “DSHS” means the Department of State Health Services or any successor agency.
- 1.11 The term “Project Addendum” refers to the documentation of a specific Project and scope of work executed between Contractor and a Requesting Institution. A sample Project Addendum is attached as **EXHIBIT C**.

## 2. COVERED SERVICES

- 2.1 Covered Services. Contractor shall provide to University and Requesting Institutions the Covered Services.
- 2.2 Contractor's Performance of Covered Services. University is entering into this Agreement in reliance on Contractor's special skills and expertise with respect to performing the Covered Services. Contractor accepts the relationship of trust and confidence established between University and Contractor by this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities in performing the Covered Services, and to cooperate with University and Requesting Institutions in providing the Covered Services. Contractor also agrees to use its best efforts to cooperate and coordinate with other contractors providing services to University and Requesting Institutions during any disaster recovery operation. Contractor acknowledges and agrees that the implementation of safe, alternative methods for the performance of Covered Services that would provide cost savings are important aspects of this Agreement. Contractor agrees to use all reasonable efforts, within the limits of Applicable Laws (defined in **Section 10.1** of this Agreement), to propose safe, alternative methods for the performance of Covered Services to reduce costs and liabilities to University and Requesting Institutions.
- 2.3 At University's discretion, once the institution Emergency Operations Plan is activated; all work done by Contractor will be authorized through an executed Project Addendum using the form attached hereto as **EXHIBIT C**. Pursuant to this Agreement, any one of the University's eight (8) academic institutions, six (6) health institutions or System Administration (“**Requesting Institution**”) may request the services of Contractor for a specific Project. Prior to Contractor's commencement of any work, the Contractor and the Requesting Institution must complete and enter into a Project Addendum, which shall contain a description of the Project, and a schedule for performance of all work to be provided for the Project. All of the terms and conditions of this Agreement are incorporated into Project Addendum for all purposes.
- 2.4 Contractor prior to the start of the work if the Work is associated with a specific building, the University coordinator will provide a building number or name in the Project Addendum. Any work beyond the Scope of Work provided by the Project Addendum is not authorized and therefore will not be compensated. Any work in other buildings or geographic locations not listed in the Project Addendum is not authorized and will not be compensated.
- 2.5 The University coordinator may authorize a Time and Materials Project Addendum for the first seventy (70) hours of Contractor response time. Any work by Contractor beyond the first seventy (70) hours will require modification of the Project Addendum. The initial Time and Materials Project Addendum will state a “not to exceed” amount. Any work by Contractor in excess of this amount will not be authorized and will not be compensated.
- 2.6 At the Requesting Institution's discretion, debris removal and “Muck Out” work will be monitored by University personnel or a third party under the direction of University. Contractor will comply with requirements of the monitoring systems put in place by University.
- 2.7 University or Requesting Institution may direct procedures to recover salvageable materials, recycle certain materials and reduce the bulk of materials that are hauled off site. University or Requesting Institution may direct that no materials can be removed from a building until

specific instructions in-writing or via email are provided to protect undamaged or salvageable materials.

- 2.8 Before Contractor subcontracts any work under the Agreement, Contractor will solicit bids or proposals from three (3) or more prospective subcontractors and will engage those subcontractors whose costs are reasonable and who will provide best value in performing their duties, as determined by Contractor. At University's request, Contractor will provide documentation of procurement of any subcontractors and comply with the rules and regulations provided in **Section 17** of this Agreement.
- 2.9 For work performed, there will be no separate small tool charges, nor will there be any costs in invoices submitted to the institution that could be construed as a "cost plus percentage of cost contract" as these charges are not allowable contract forms for Public Assistance and reimbursement by Federal Emergency Management Agency ("**FEMA**").
- 2.10 Contractor invoices will be written and documented so as to maximize the reimbursement of cost provided by the FEMA public assistance program (in federally declared disasters), and insurance claims.
- 2.11 University may direct that Contractor conduct headcounts of Contractor's response personnel for each operation period, and may require that the headcounts be witnessed by the University's Contract Monitoring Teams. Documentation of the headcounts will be provided to the University Contract Monitoring Team and the Time Unit Leader of the institution's Incident Command.
- 2.12 Contractor's rate schedule will conform to and comply with all FEMA and Texas Division of Emergency Management ("**TDEM**") requirements that are published or that previously were provided to Contractor pursuant to this Agreement, or otherwise available to Contractor. Contractor further shall utilize commercially reasonable efforts to ensure that its rate schedule conforms to and complies with any unpublished FEMA and TDEM requirements. University shall utilize commercially reasonable efforts to identify and apprise Contractor of rates, fees, mark-ups or reimbursables that it believes may be disallowed by FEMA or TDEM.

Any rate, fee, mark-up or reimbursable that is disallowed by FEMA or TDEM that Contractor knew or reasonably should have known would be disallowed by FEMA or TDEM will constitute an overcharge subject to recoupment or offset by University against amounts due Contractor under the Agreement, including any retainage held by University, and all corresponding audit costs incurred by University that are directly attributable to such disallowance(s) also will be recoverable by University. The parties shall engage in good faith negotiations to determine the disallowed rates, fees, mark-ups or reimbursables, and corresponding audit costs that are attributable to Contractor, those that are attributable to University, and / or those that are not attributable to either party because neither party could have reasonably foreseen such. If the parties are unable to reach an agreement following such good-faith negotiations, then they shall resolve the dispute in accordance with **Section 13** of the Agreement. University may withhold ten (10) percent of all amounts invoiced by Contractor pending satisfactory completion of any audit by FEMA, TDEM, or UTS.

- 2.13 Industry Practices and FEMA Requirements. Contractor shall perform the Covered Services in accordance (a) with the terms and provisions of this Agreement; (b) pursuant to best industry standards and practices; and (c) in accordance with all FEMA and insurance company requirements to maximize the potential for payment of claims and reimbursement of expenses.
- 2.14 Facility Assessments. At any time and from time to time upon reasonable notice to Contractor, Contractor shall provide University and / or Requesting Institution personnel access to all

Facilities (defined in **Section 9.5**) listed in **EXHIBIT D** for the purposes of performing an assessment of facilities used or to be used by Contractor in connection with performance of the Covered Services. Contractor shall reimburse University for all reasonable costs and expenses, including without limitation travel expenses, related to the performance of such assessments by two (2) University personnel to perform such an assessment at up to two (2) of the Facilities each year during the term of this Agreement.

### 3. RATES

Contractor's compensation for the performance of the Covered Services shall be based upon Contractor's rates as set out in **EXHIBIT B**. All rates shall remain unchanged for the full term of this Agreement, except as expressly provided in **EXHIBIT B**. There shall be no add-ons or other fluctuation in rates.

### 4. PERFORMANCE OF COVERED SERVICES

4.1 Performance of Service on Request. Contractor shall perform Covered Services, as more particularly described in **EXHIBIT A**, upon the request of University or Requesting Institution Coordinator or delegate. Unless otherwise agreed to in writing by University or Requesting Institution Coordinator, Contractor shall coordinate the performance of Covered Services with University or Requesting Institution Coordinator and such Covered Services shall occur within twenty-four (24) hours of the request. If Contractor fails to arrive at University or Requesting Institution with proper personnel and equipment for completion of the services, or to notify University or Requesting Institution Coordinator of a delay, within two (2) hours of the agreed upon time on the agreed upon date, then the amount payable under this Agreement for such Covered Services by University or Requesting Institution shall be reduced by a ten percent (10%) discount. Each failure of Contractor to provide timely service shall result in such a discount; provided, however, that in no event shall the amount payable for any one project be reduced more than thirty percent (30%).

4.2 Service Locations. Contractor shall perform Covered Services at locations designated by University or Requesting Institution Coordinator.

### 5. TIME FOR COMMENCEMENT AND COMPLETION

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on **date to be determined** \_\_\_\_\_, 2018. University will have the option to renew this Agreement for four (4) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

### 6. CONTRACTOR'S OBLIGATIONS

6.1 Contractor will perform Work in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The University of Texas System *Rules and Regulations* (<http://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations>) the policies of The University of Texas System (<http://www.utsystem.edu/board-of-regents/policy-library>); and the institutional rules, regulations and policies of Requesting Institutions (collectively, **University Rules**). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

- 6.2 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 6.3 University at all times is relying on Contractor's skill and knowledge in performing Covered Services ("**Services**"). Contractor represents and warrants that Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.
- 6.4 Contractor will, at its own cost, correct all material defects in Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in Services within a reasonable time, then University or Requesting Institution may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University may have at law or in equity.
- 6.5 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of Services to be duly registered and licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for administration and coordination of Services.
- 6.6 Contractor represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 6.7 Contractor represents and warrants that Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor (for the benefit of University and Requesting Institution).
- 6.8 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

## 7. THE CONTRACT AMOUNT

- 7.1 University and Requesting Institutions will pay Contractor for the performance of Covered Services in accordance with **Exhibit B**, Contractor's Rate Schedule.
- 7.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 7.3 University (a State agency) is exempt from Texas Sales & Use Tax on Services in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of

University's tax exempt status and University or Requesting Institution are not required to provide further evidence of its exempt status.

- 7.4 This Agreement is not valid or effective for amounts in excess of \$1,000,000 without the approval of The University of Texas System Board of Regents and Contractor's appropriate completion and submission of Texas Ethics Commission Form 1295.

## 8. PAYMENT TERMS

- 8.1 At least ten (10) days before the end of each month during the Term, Contractor will submit to University or Requesting Institution an invoice covering Work performed for University or / and Requesting Institution to that date, in compliance with **Exhibit B**, Contractor's Rate Schedule. Each invoice will be accompanied by documentation that University or / and Requesting Institution may reasonably request to support the invoice amount. University or / and Requesting Institution will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University or / and Requesting Institution approves the amount or any portion of the amount, University or / and Requesting Institution will promptly pay (each a **Progress Payment**) to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University or / and Requesting Institution disapproves any invoice amount, University or / and Requesting Institution will give Contractor specific reasons for its disapproval in writing.
- 8.2 Within ten (10) days after final completion and acceptance of Work by University or / and Requesting Institution or as soon thereafter as possible, Contractor will submit a final invoice (**Final Invoice**) setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University or / and Requesting Institution, University or / and Requesting Institution will pay (**Final Payment**) to Contractor the amount due under the Final Invoice.
- 8.3 Notwithstanding any provision of this Agreement to the contrary, University or / and Requesting Institution will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.
- 8.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount in **Exhibit B**, Contractor's Rate Schedule.
- 8.5 No payment made by University or / and Requesting Institution will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 8.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 8.7 University will have the right to verify the details in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 8.8 [Section 51.012, Texas Education Code](#), authorizes University or / and Requesting Institution to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University or / and Requesting Institution through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University or / and Requesting Institution in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University or

/ and Requesting Institution will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University or / and Requesting Institution in accordance with **Section 17.14** in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Contractor.

## 9. MANAGEMENT, TREATMENT, TRANSPORTATION AND STORAGE OF INSTITUTION PROPERTY

- 9.1 Tagging and / or Labeling of Institution Property. At the written request of University or Requesting Institution, Contractor shall tag and/or label all University or Requesting Institution property placed under the care, custody and control of Contractor.
- 9.2 Chain of Custody - (a) Contractor shall provide a tracking system to allow University and Requesting Institution to determine each party who possessed or possesses each University or Requesting Institution property placed in the care of, custody and control of Contractor on a per-item basis from the time such item is placed in the care, custody and control of the Contractor until such item is returned to University or Requesting Institution. The tracking system shall include a schedule acceptable to the Contract Coordinator for notifying University or Requesting Institution of each change in location, status, or the party in possession of University or Requesting Institution property on a per-item basis. (b) Contractor shall prepare and provide to University or Requesting Institution Coordinator a properly completed chain of custody report or other appropriate transportation and storage document prior to taking custody and control and / or removal of University or Requesting Institution property from University or Requesting Institution premises. The chain of custody report or other appropriate transportation document must be typed and must include a brief description of the property, including property inventory numbers. Contractor shall provide the Institution Coordinator with adequate time to review and approve a completed copy of the transportation and storage documents, chain of custody report, and any other documentation prior to removal or transfer. Upon return of each item to University or Requesting Institution, University or Requesting Institution shall sign for receipt if the property is returned in an acceptable condition.
- 9.3 Dedicated Cargo Beds. Contractor and its subcontractors shall transport University or Requesting Institution property only in vehicles dedicated to University or Requesting Institution property shipments or in vehicles with cargo beds that are so dedicated.
- 9.4 University-Approved Transporters. Contractor shall transport University or Requesting Institution property itself or subcontract such transportation to a University-approved transporter listed in **EXHIBIT E**. University reserves the right to withdraw its approval of any transporter at any time by giving written notification to Contractor.
- 9.5 University-Approved Facilities. Contractor shall transport University or Requesting Institution property only to a treatment or storage facility ("**Facility**") that maintains adequate insurance, operates in compliance with all Applicable Laws, and has been pre-approved in writing by the University Coordinator or the Institution Coordinator, in the sole discretion of the University Coordinator or the Institution Coordinator. University hereby approves those Facilities listed in **EXHIBIT D**. Upon request, Contractor shall provide to the University Coordinator or the Institution Coordinator copies of all information reasonably requested by the University Coordinator or the Institution Coordinator to confirm that any such facility is properly registered, permitted, or licensed (if required); maintains adequate insurance; and operates in compliance with all Applicable Laws. University reserves the right to withdraw its approval of any Facility by giving written notification to Contractor. If Contractor becomes aware of any regulatory action, including without limitation an administrative action taken or pending, with respect to any Facility owned or operated by Contractor or listed in **EXHIBIT D**, Contractor shall notify the University Coordinator and each Requesting Institution Coordinator

immediately but no later than twenty-four (24) hours after becoming aware of such an occurrence.

- 9.6 Procedural Changes. All of Contractor's internal procedures for the performance of Covered Services must be acceptable to University and Requesting Institutions in all respects. Contractor may implement changes to such procedures only with the prior written approval of the University Coordinator and the Institution Coordinator, which approval shall not be unreasonably withheld.
- 9.7 Contractor's Employees Providing Covered Services. University or Requesting Institution may request that Contractor provide a specific field crew supervisor to supervise the Covered Services. In such event, Contractor shall make all reasonable efforts to accommodate such request. On the request of University or Requesting Institution Coordinator, Contractor shall provide a description of the training received by, and the experience of, each of Contractor's employees providing Covered Services.
- 9.8 Contract Amendments to Cover Additional Services. University and Contractor acknowledge that the laws and regulations relating to Covered Services and the options for performing such services will likely change during the term of this Agreement. Upon written terms mutually agreed upon by the University Coordinator and Contractor, this Agreement may be modified to cover any services that University or Requesting Institutions may require relating to disaster restoration and recovery services, regardless of whether such services meet the present definition of "Covered Services." Such amendments may include, without limitation, adding additional facilities to the lists set forth in **EXHIBIT D**, adding new, related services and adding or changing the method of performing Covered Services.

## **10. COMPLIANCE WITH LAWS AND POLICIES**

- 10.1 Applicable Laws. Contractor shall observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "**Applicable Laws**") of any governmental authority, including without limitation FEMA, EPA, DSHS, TCEQ, OSHA and DOT, and shall be in compliance with all applicable registration, license, and permit requirements at all times.
- 10.2 Policies and Procedures. Contractor shall at all times comply with applicable policies and procedures promulgated by University and each Requesting Institution. In addition, Contractor shall at all times cause its employees, subcontractors and materialmen to observe and comply with all applicable policies and procedures promulgated by University and each Requesting Institution, including, but not limited to smoking, radio communications, consideration for patients and their families, parking, safety and security policies and procedures. University and each Requesting Institution shall provide Contractor with copies of all applicable policies and procedures.

## **11. EQUIPMENT AVAILABILITY AND SAFETY**

- 11.1 Emergencies. Contractor shall respond to all emergencies that may occur while performing any Covered Services. Contractor shall ensure that there is no danger to the public health, safety, or welfare due to the Covered Services provided hereunder.
- 11.2 Safety Provisions. Contractor shall provide to its employees, subcontractors, and materialmen any and all safety equipment necessary for performing the Covered Services and shall cause its employees, subcontractors, and materialmen to use such safety equipment.

## **12. CONTRACTOR QUALIFICATIONS**

- 12.1 Representations. Contractor represents and warrants that:
- 12.1.1 Contractor is a reputable firm regularly engaged in providing services such as the Covered Services. Contractor has experience with the performance of Covered Services in the categories described by University and Requesting Institutions.
  - 12.1.2 Contractor has and shall maintain in good standing all required governmental permits, licenses, registrations, and approvals necessary to provide the Covered Services. Contractor has the necessary experience, knowledge, abilities, skills, and resources to perform the Covered Services.
  - 12.1.3. Contractor is aware of, is fully informed about, and is in full compliance with all Applicable Laws, including without limitation Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), the Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), the Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), the Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, the Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and the Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all other applicable laws, regulations and executive orders.
  - 12.1.4 Contractor understands the conditions under which it will be required to operate, including the need to cooperate and coordinate with University and Requesting Institution personnel and other contractors who may be providing contemporaneous services.
  - 12.1.5 Contractor will not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement without the prior written approval of the University Coordinator or Requesting Institution Coordinator. Contractor understands that at a minimum, any subcontractor, assignee, delegate or transferee must fully satisfy all the conditions and terms required of Contractor in **Sections 17.1** and **17.23** of this Agreement before approval will be granted. Any attempt to transfer, subcontract, delegate or assign Contractor's duties or responsibilities hereunder without having first obtained such written approval shall be null and void.
  - 12.1.6 Contractor will at all times maintain an adequate staff of experienced and qualified employees to ensure the efficient performance of the Covered Services and its other obligations under this Agreement. Each phase of work performed by Contractor shall be under the direction of a project manager employed by Contractor who has expertise in the managing Covered Services. All personnel directly involved with the performance of Covered Services shall be trained regarding the use of safety equipment, protective equipment, and respirators (if applicable) and have at least six (6) months of field experience. None of the services performed hereunder shall be provided by trainees (i.e., personnel with less training or experience than this contract requires) without the prior written consent of Requesting Institution Coordinator, which consent can be withheld for any or no reason. Requesting Institution Coordinator may restrict in any manner he or she deems appropriate the activities of any trainee on the premises of the Institution. Trainees shall be under the supervision of an individual experienced in



the performance of Covered Services and training shall be completed at the expense of Contractor.

- 12.2 Documentation. Contractor has submitted and from time to time upon University's request will submit to the Contract Coordinator the following materials, which Contractor represents are current, complete, and accurate:
- 12.2.1 References of five (5) clients of Contractor with similar operations including client name, current contact name, current address, and current telephone number for each;
  - 12.2.2 Copies of all applicable federal, state, and local licenses and any other licenses, registrations or certifications from any governmental entity with jurisdiction, allowing Contractor to perform any Covered Service. If Contractor should lose any applicable license or authorization, be prohibited from performing any Covered Service, be prohibited from performing any Covered Service, or receive notice from a regulatory agency of a violation or a change in Contractor's compliance status, Contractor shall promptly notify the Contract Coordinator and each Institution Coordinator. Prompt notice shall mean (a) immediate telephone notification upon Contractor's receipt of such information to Contract Coordinator and each Institution Coordinator and (b) delivery of written notification to Contract Coordinator and each Institution Coordinator within forty-eight (48) hours of Contractor's receipt of such information.
  - 12.2.3 Contractor's history of federal and state regulatory compliance for all of its activities with regard to Covered Services for the last five (5) years. University reserves the right to review, directly or through its agents, Contractor's records, facilities, work and regulatory history, and other relevant information at any time during the term of this Agreement.
  - 12.2.4 Contractor's internal procedures relating to the performance of Covered Services. Contractor shall provide copies of any changes or additions to such internal guidelines and procedures to University Coordinator and Requesting Institution Coordinator immediately upon such change or addition.

### 13. DEFAULT AND TERMINATION

- 13.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**default**), the other party may terminate this Agreement upon fifteen (15) written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day (15-day).
- 13.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Covered Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.
- 13.3 Termination under **Sections 13.1** or **13.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

- 13.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.

## 14. INDEMNIFICATION

14.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, **INDEMNITEES**) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, (COLLECTIVELY, **CLAIMS**) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

14.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## 15. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University or Requesting Institution. Contractor will not bind nor attempt to bind University or Requesting Institution to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

## 16. INSURANCE

16.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

16.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. of the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

16.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal, and advertising injury assumed under the terms of this Agreement.

16.1.3 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;

16.1.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor 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, Contractor agrees to purchase an *Extended Reporting Period Endorsement*, effective twenty-four (24) months 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 twenty-four (24) months after the expiration or termination of this Agreement for any reason.

16.2 Contractor will deliver to University:

16.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Covered Services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

16.2.1.1 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System and Requesting Institutions as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured *endorsement* including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be *endorsed* to provide primary and non-contributory coverage.

16.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and Requesting Institution. **All insurance policies** will be *endorsed* to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and Requesting Institution. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be *endorsed* to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 16**.

16.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

16.2.1.4 Certificates of Insurance and *Additional Insured Endorsements* as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name: John Santos  
Address: 210 West 6<sup>th</sup> Street  
CTJ, Suite B 140E  
Austin, TX 78701

Email Address: jsantos@utsystem.edu

- 16.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or Contractor's or subcontractor's insurance will be kept in force until all Services has been fully performed and accepted by University or / and Requesting Institution in writing.

Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an *Extended Reporting Period Endorsement*, effective for twenty-four (24) months after the expiration or cancellation of the policy.

## 17. MISCELLANEOUS

- 17.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit F**, Historically Underutilized Business Subcontracting Plan, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). The benefits and burdens of this Agreement are assignable by University.
- 17.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 17.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 17.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008 and 2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 17.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 17.6 **Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by University and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.

- 17.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (**force majeure occurrence**). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide during the occurrence.
- 17.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 17.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 17.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 17.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University or Requesting Institution, or (3) have access to, records or record systems (collectively, **University Records**). However, it is expressly agreed that University or Requesting Institution will not provide to Contractor, and Contractor will never seek to access, any University or Requesting Institution Records that contain personally identifiable information regarding any individual that is not available to any requestor under the *Texas Public Information Act*, [Chapter 552, Texas Government Code](#), including "directory information" of any student who has opted to prohibit the release of their "directory information" as that term is defined under the *Family Educational Rights and Privacy Act*, [20 USC §1232g \(FERPA\)](#) and its implementing regulations. Contractor represents, warrants, and agrees that it will: (1) hold University or Requesting Institution Records in strict confidence and will not use or disclose University or Requesting Institution Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University or Requesting Institution Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University or Requesting Institution Records are safeguarded and the confidentiality of University or Requesting Institution Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University or Requesting Institution Records.
- 17.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University or Requesting Institution Records occurs, Contractor will provide written notice to University or Requesting Institution within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly

provide University or Requesting Institution with all information requested by University regarding the impermissible use or disclosure.

- 17.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University or Requesting Institution Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University or Requesting Institution Records, Contractor will provide University or Requesting Institution with written notice of Contractor's intent to destroy University or Requesting Institution Records. Within five (5) days after destruction, Contractor will confirm to University or Requesting Institution in writing the destruction of University or Requesting Institution Records.
- 17.11.3 **Disclosure.** If Contractor discloses any University or Requesting Institution Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 17.11**.
- 17.11.4 **Press Releases.** Except when defined as part of Covered Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University or Requesting Institution.
- 17.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 17.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 17.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 17.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 17.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Covered Services and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Covered Services, unless University or Requesting Institution otherwise instructs Contractor in writing.
- 17.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals,

demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: John Santos  
210 West 6<sup>th</sup> Street  
CTJ, Suite B 140E  
Austin, TX 78701  
  
Fax: 512-499-4524  
Email: jsantos@utsystem.edu  
Attention: John Santos

with copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

- 17.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 17.16 **State Auditor's Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 17.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S AND REQUESTING INSTITUTION OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY AND REQUESTING INSTITUTION TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY,



OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY AND REQUESTING INSTITUTION HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

- 17.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 8.7, 14, 17.5, 17.9, 17.10, 17.11, 17.13, 17.16, 17.17, 17.19 and 17.21.**
- 17.19 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §1324a](#)) (**Immigration Act**) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form \(I-9 Form\)](#) as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 13**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 17.20 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 17.21 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University's Standards of Conduct Guide at <http://www.utsystem.edu/sites/utsfiles/documents/policies-rules/ut-system-administration-standards-conduct-guide/ut-system-administration-standards-conduct-guide.pdf>, and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Proposers may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

17.22 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

17.23 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (HSP) (ref. **Exhibit F**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, **TPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585](#) and [20.586](#). University may also revoke this Agreement for breach and make a claim against Contractor.

17.23.1 **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.285](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 17.6** to replace the HSP with the revised subcontracting plan.

17.23.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](#) before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement under **Section 13** and will be subject to any remedial actions provided by Applicable Laws,

including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.285](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#).

- 17.24 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform Covered Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Covered Services under this Agreement. Prior to commencing Services, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Covered Services on University's or Requesting Institution's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform Covered Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's or Requesting Institution's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Covered Services on University's or Requesting Institution's premises.

Prior to commencing performance of Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

- 17.25 **Certifications of Non Segregated Facilities and Equal Employment Opportunities Compliance.** Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. **Segregated facilities** means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain the certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Non segregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in [18 USC §1001](#).

- 17.26 **Debarment.** Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (U.S.) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (<http://www.sam.gov/>) issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.
- 17.27 **Office of Inspector General Certification.** Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University’s premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (OIG) to work on site at University’s premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University’s premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University’s premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>
- 17.28 **Access to Documents.** To the extent applicable to this Agreement, in accordance with §1861(v)(l)(i) of the Social Security Act ([42 USC §1395x](#)) as amended, and the provisions of [42 CFR §420.300 et seq](#), Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- 17.29 **OSHA Compliance.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement 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 or proposed as of the date of this Agreement.
- 17.30 **Discrimination Prohibited.** UNIVERSITY AND CONTRACTOR WILL ABIDE BY THE REQUIREMENTS OF [41 CFR §§60-1.4\(A\)](#), [60-300.5\(A\)](#) AND [60-741.5\(A\)](#) (COLLECTIVELY, **REGULATIONS**). THE REGULATIONS (1) PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND (2) PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. MOREOVER, THE REGULATIONS REQUIRE THAT UNIVERSITY AND CONTRACTOR TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT, INDIVIDUALS WITHOUT

REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

17.31 **External Terms.** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**CONTRACTOR:**

**THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attach:**

- EXHIBIT A – Covered Services**
- EXHIBIT B – Contractor's Rate Schedule**
- EXHIBIT C – Project Addendum**
- EXHIBIT D – University Approved Facilities**
- EXHIBIT E – University Approved Transporters**
- EXHIBIT F – HUB Subcontracting Plan**

## EXHIBIT A

### SCOPE OF WORK

#### A. Covered Services

1. Contractor must, at the request of any Participating Institution, perform Covered Services to include but are not limited to: project management; fire, smoke and water damage recovery; moisture control; heating ventilation and air conditioning (HVAC) decontamination and cleaning; microbial remediation; telecommunications recovery; electronics restoration; media recovery; documents, books and vital records recovery; equipment recovery; and training. In association with these services, Contractor shall prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws. At the completion of work, Contractor must also provide Requesting Institution with a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.
2. Contractor must furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this **EXHIBIT A**.
3. Contractor must provide general instructional services at no additional cost to the Requesting Institutions regarding disaster planning, restoration and recovery with respect to the Covered Services.
4. Contractor must, at Contractor's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of Covered Services. If leaks or spills, including leaks or spills of hazardous substances, occur at UT System or a Requesting Institution which are not in connection with Contractor's performance of Covered Services, response to the leak or spill may be added as a Covered Service under the procedures provided in **EXHIBIT A**.

#### B. Service Requirements

1. Contractor must perform all Covered Services on an "open order" basis as requests for service are received from UT System or each Requesting Institution, pursuant to the requirements of any specific instructions of UT System or the Requesting Institution.
2. To request services, UT System or each Requesting Institution's Coordinator, or his / her designee, shall initiate an order by calling and notifying the Contractor's 24-hour emergency response number and identify the general scope, location and nature of services requested. Within one (1) hour of notice, the Contractor's project manager shall contact UT System or the Requesting Institution's Coordinator, or his / her designee, to make a preliminary assessment of services required. After

the preliminary assessment is made, Contractor will initiate response and be fully mobilized and on-site within twenty-four (24) hours of notice.

3. Contractor must perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of UT System or each Requesting Institution. Contractor must use its best efforts to cooperate and coordinate with UT System or / and each Requesting Institution's personnel and other Contractors who may be providing contemporaneous services.
  4. Contractor must perform Covered Services at locations designated by UT System or each Requesting Institution's Coordinator.
- C. Review and Approval of Services
1. All services performed by Contractor must be subject to the review and approval of the University Coordinator and the Requesting Institution Coordinator for the affected Institution.
  2. The Requesting Institution Coordinator must decide all questions that may arise as to Contractor's obligations hereunder at the particular Institution. The determination of the Institution Coordinator shall be final and conclusive as to all questions that arise with respect to that Institution and the determination of the University Coordinator shall be final and conclusive as to all questions that arise with respect to University.

**EXHIBIT B**

**CONTRACTORS RATE SCHEDULE**

**A. Labor**

Operations Personnel Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of the Contractor or temporary hires employed directly by the Contractor or secured through a labor service Rates stated below are per person per hour.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
General Cleaning Laborer	_____
Clerical	_____
General Restoration Supervisor / Technician	_____
Resource Coordinator	_____
Project Accountant	_____
Assistant Superintendent	_____
Electronics Restoration Supervisor/Technician	_____
Industrial Corrosion Control Supervisor/Technician	_____
Documents Recovery Specialist	_____
Superintendent	_____
Project Manager	_____
Health and Safety Officer	_____
Certified Industrial Hygienist	_____
Technical Consultants / Engineers	_____

**B. Equipment**

1. Equipment Rates: Contractor-Owned Equipment

These rates apply to equipment that is owned by the Contractor and utilized in the performance of Covered Services (whether supplied from the Contractor's inventory or specially purchased by the Contractor for performance of Covered Services).

<u>CLASSIFICATION</u>	<u>DAILY RATE</u>	<u>MONTHLY RATE</u>
Air Compressor	_____	_____
Air Mover / Carpet Dryer	_____	_____
Boroscope	_____	_____
EDP - Tool Set	_____	_____
EDP - High Pressure Sprayer	_____	_____
EDP - Instrument Drying Oven	_____	_____



Foamer	_____	_____
Fogger - Spray Mist	_____	_____
Fogger - Thermo-Gen	_____	_____
Generator- Less than 10 Kilowatt	_____	_____
HEPA Air Filtration Unit - 2000 CFM	_____	_____
HVAC - Air Tool Kit	_____	_____
HVAC - Cutting / Spray Kit	_____	_____
HVAC - Duct Auger	_____	_____
HVAC - Duct Sweeper	_____	_____
Hygrothermograph – Recording	_____	_____
Dry Clean Machine	_____	_____
Lights - Quartz Demolition	_____	_____
Moisture Meter –		
Penetrating or Non-Penetrating	_____	_____
Negative Air Machine	_____	_____
Ozone Generator	_____	_____
Radio Personnel Communication	_____	_____
Refrigerant Dehumidification Unit -		
One (1) Ton	_____	_____
Refrigerant Dehumidification Unit -		
Three (3) Ton	_____	_____
Sprayer- Industrial Airless	_____	_____
Water Extraction System	_____	_____
Thermohygrometer	_____	_____
Trailer 40 ft Storage	_____	_____
Trailer - Refrigerated 40 ft. Storage	_____	_____

CLASSIFICATION

DAILY RATE  
MONTHLY RATE

Trailer – Utility	_____	_____
Truck – Box	_____	_____
Ultrasonic Decontamination Vat -		
500 Watt	_____	_____
Vacuum-Barrel	_____	_____
Vacuum Commercial Canister	_____	_____
Vacuum - EDP Anti-static	_____	_____
Vacuum - HEPA	_____	_____
Vacuum - MV II	_____	_____
Vacuum - Upright	_____	_____

Van - Cargo / Passenger \_\_\_\_\_  
Washer - High Pressure \_\_\_\_\_

- a. The daily rate must be charged for each calendar day or portion thereof during which the equipment is utilized to perform the Services, regardless of the number of shifts on which the equipment is used during the day.
- b. The monthly rate represents the maximum rate that will be charged for any item of equipment in any one (1) month. For purposes of applying this rate, periods will begin on the day the work was started (i.e., if the work began on July 5 the end of the month would be August 4 - the monthly period would be from the 5th day of the current month to the 4th day of the month next following).
- c. During the course of performance of the Services, Contractor may add additional equipment to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

1. Equipment rented by Contractor

The rental rate for any items of equipment which Contractor rents from third party vendors specifically for use in performing the Services shall be at Contractor's expense. Rental of any items of equipment which Contractor rents from third party vendors must have the prior written approval of the Requesting Institution Coordinator.

**C. Materials**

1. Material Rates

<u>CLASSIFICATION</u>	<u>RATE PER UNIT</u>
Anti-Microbial' Sealer	_____
Applicators – 6" Cotton	_____
Biocides / Disinfectants	_____
Box - Book	_____
Box - Dish	_____
Box - Freeze Dry	_____
Brush - Wire Grout	_____
Carpet Deodorizer	_____
Cartridge - Respirator	_____
Coil Cleaner	_____
Cotton Cleaning Cloths	_____
Desiccant 25	_____
Desudser	_____
Dry Solvent Stain Remover	_____
EDP - Corrosion Control Lubricant	_____
EDP - VCI Device	_____
Emulsifier - Powder	_____
Emulsifier - Liquid	_____
Expert Formula 828 Concentrate	_____
Filter - Fine Dust Kit	_____
Fireman's Friend Abrasive Compound	_____
Furniture Blocks	_____
Furniture Pads	_____
Furniture Polish	_____
Glass Cleaner	_____
Gloves – Cotton	_____
Gloves – Latex	_____
Gloves – Leather	_____
Gloves - Nimble Finger (N-Dex)	_____
Goggles	_____

Hexathane (MS, CS, or LO)	<u>  </u> / 1 oz.
Lemon Oil	<u>  </u> / 1 oz.
Lin-Aire Liquid Spray Concentrate	<u>  </u> / 1 oz.
Lin-Aire Odor Absorption Gel	<u>  </u> / 1 oz.
Lin-Set D-1	<u>  </u>
Lin-Set Duct Seal	<u>  </u>
Mop Heads	<u>  </u>
Odromatic	<u>  </u>
Paper - Corrugated	<u>  </u>
Paper - Craft	<u>  </u>

CLASSIFICATION

RATE PER UNIT

Pigmented Sealer	<u>  </u>
Polishing Pads	<u>  </u>
Polyester Fitter Material	<u>  </u>
Polyethylene Sheeting (8' x 200' roll; 2-4 mil)	<u>  </u>
Polyethylene Sheeting (20' x 100' roll; 6 mil)	<u>  </u>
Pump - Barrel Syphon	<u>  </u>
Reodorant (chemical additive used to restore an odor)	<u>  </u>
Restoration Sponge	<u>  </u>
Safety Glasses	<u>  </u>
Shrink Wrap	<u>  </u>

Stainless Steel Polish	_____
Steamat~A~Fog	_____
Steel Wool	_____
Suit – Tyvek	_____
Tape – Boxing	_____
Tape – Duct	_____
Tape – Masking	_____
Thermo Fog Spray	_____
Trash Bags – Disposable	_____
Vinyl & Leather Conditioner	_____
Shovel	_____
Ladder	_____
Extension Cord	_____
Demolition Cart	_____

2. Additional Provisions

- a. The foregoing prices must be applied to all materials on the schedules above which are utilized in the performance of the Services, whether shipped to the site from Contractor’s inventory, shipped directly to the site from Contractor’s sources, or purchased locally by Contractor from either an affiliated or non-affiliated entity.
- b. During the course of performance of the Services, Contractor may add additional materials to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

**D. Document Recovery Services (including Freeze Drying)**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Sift, and / or Hazardous Materials.

Provide price range per cubic foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**E. Telecommunications, Electronics, Media and Equipment Recovery Services**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Sift, and/or Hazardous Materials

Provide price range per cubic foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**F. Water Damage Recovery and Moisture Control Services (including, but not limited to: Desiccant Dehumidification, HVAC Decontamination and Cleaning, Microbial Remediation)**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors

Provide price range per square foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for water damage recovery and moisture control services only. Labor, equipment and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

**G. Fire and Smoke Damage Recovery Services**

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors

Provide price range per square foot: \$\_\_\_\_\_ - \$\_\_\_\_\_.

The above rates represent the charges for fire and smoke damage recovery services only. Labor, equipment and materials costs incurred in connection with this type of Covered Service will be billed in accordance with the appropriate schedules and provisions contained in in Master Agreement resulting from this RFP.

University will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Work and *approved by University in advance*. Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to University receipts, invoices, and other documentation requested by University.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*), without the prior written approval of University.

## EXHIBIT C

### PROJECT ADDENDUM

This Project Addendum (this "**Addendum**") is attached to and incorporated into the previously executed Non-Exclusive Services Agreement (the "**Agreement**"), dated effective \_\_\_\_\_, 20\_\_, between The University of Texas System (the "**University**") an agency and institution of higher education organized under the laws of the State of Texas, and \_\_\_\_\_ ("**Contractor**").

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement effective \_\_\_\_\_. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

While the Agreement is non-exclusive in terms of University's ability to work with other firms, this Addendum establishes a retained search for the particular recruitment described in this Addendum. In addition to termination of a recruitment in accordance with the Agreement, the Requesting Institution may elect to terminate a recruitment and related Project Addendum following delivery of a diverse pool of qualified candidates or any other milestone. In the event of a termination of this Project Addendum for any reason, any exclusivity created by the Project Addendum is extinguished and University or Requesting Institution may renew, continue, or begin another search for the position covered by the Project Addendum and Contractor will have no rights based on the terminated Project Addendum.

Contractor is aware of the Requesting Institution's Conflicts of Interest Policy and Standards of Conduct Guide (ref. **Section 17.21** of executed Non-Exclusive Services Agreement), and Contractor and its employees, agents, representatives, and subcontractors understand and will comply with these policies.

Contractor is aware of [UTS 187](#) and understands the University's commitment to diversity in recruiting. In performing the Services, Contractor agrees to take all actions necessary to support this commitment.

*Project:*

Subject to the terms of the Agreement, Contractor will perform the following services:

[Designate services to be performed based on the list of Services in **Exhibit A** to the Agreement.]

*Schedule:*

Contractor will commence performance of the Project beginning on \_\_\_\_\_, 20\_\_, and complete the Project no later than \_\_\_\_\_, 20\_\_, at which time any exclusive rights of Contractor based on this Addendum will be terminated. Contractor will deliver the Project in accordance with the following schedule of delivery dates:

[Specify each service and the corresponding delivery date.]



*Project Notification:*

Contractor will, upon execution this Addendum, send a fully executed copy of the Addendum to the attention of the University at the following address:

John Santos  
210 West 6<sup>th</sup> Street  
CTJ, Suite B 140E  
Austin, TX 78701

Fax: 512-499-4524  
Email: jsantos@utsystem.edu  
Attention: John Santos

**Fees and Reimbursable Expenses and Disbursements:**

The Fee Cap for this Project is equal to \$

The Expense Cap for this Project is \$

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

[NAME OF CONTRACTOR]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**UNIVERSITY APPROVED FACILITIES**

**EXHIBIT E**  
**UNIVERSITY APPROVED TRANSPORTERS**

**EXHIBIT F**  
**HUB SUBCONTRACTING PLAN**

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**