

Kalenak, Benjamin

From: Vienne, Darya
Sent: Tuesday, May 5, 2020 2:55 PM
To: Kalenak, Benjamin
Subject: FW: ESDB confirmation receipt for Solicitation Number 720-1920

Thank you,

DARYA VIENNE, MS, CTCD
Assistant Director, Contract Management
Contracts and Procurement
Office 512.322.3710

From: Tx Smart Buy <txsmartbuy@cpa.texas.gov>
Sent: Saturday, June 15, 2019 9:45 PM
To: Vienne, Darya <dvienne@utsystem.edu>
Subject: ESDB confirmation receipt for Solicitation Number 720-1920

External Mail

This notification is confirming that an ESDB Solicitation has been posted.

[Solicitation posting](#)



REQUEST FOR PROPOSAL

RFP No. 720-1920 Environmental Services

Proposal Submittal Deadline: Wednesday, July 10th, 2019 at 2:30 PM CST

The University of Texas System
Office of Risk Management

Prepared By:
Darya Vienne
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
dvienne@utsystem.edu
June 14th, 2019

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

SECTION 2: NOTICE TO PROPOSER..... 3

SECTION 3: SUBMISSION OF PROPOSAL..... 6

SECTION 4: GENERAL TERMS AND CONDITIONS 7

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS 8

SECTION 6: PRICING AND DELIVERY SCHEDULE..... 12

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE AGREEMENT
- APPENDIX THREE: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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 230,000 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.

Life-changing research and invention of new technologies at UT institutions places the UT System among the [top 10 “World’s Most Innovative Universities,”](#) according to Reuters. The UT System [ranks eighth 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 No. 3 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. Furthermore, the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

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 2015. Additionally, UT was the only system of higher education in the nation that established 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 to do so thanks to our generous donors and the leadership of the [Chancellor](#), [Board of Regents](#) and [UT presidents](#).

1.2 Background and Special Circumstances

UT System (“**UTS**”) and its fourteen (14) institutions (the “**Institutions**”) operate in a highly competitive academic, research, and healthcare environment. The Institutions have project work that includes construction, remodeling, and property transactions for such purposes as campus expansions, office relocations, and donated property acquisitions. To that end, there is a regular need for a wide array of environmental services that include due diligence in the environmental evaluation of the properties involved. The Institutions, their locations and the individuals involved with environmental services at each institution

are listed in **Exhibit A (ref. APPENDIX TWO – Agreement)** attached to this Request for Proposal. One or more of the Institutions may elect not to use any contract that results from this RFP. NEITHER UTS NOR THE INSTITUTIONS WARRANT OR REPRESENT ANY EXPENDITURE OR ANY GUARANTEED MINIMUM EXPENDITURE UNDER ANY CONTRACT RESULTING FROM THIS RFP.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1920 (this “RFP”), from qualified vendors to provide environmental services (the “Services”) more specifically described in **Section 5** of this RFP.

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 Wednesday, July 10th, 2019 (the “**Submittal Deadline**”).

2.2 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:

2.2.1 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.

2.2.2 Scored Criteria

- A. Cost (20%);
- B. Company Profile, Experience and Business Reputation (15%);
- C. Financial Stability and Capabilities (10%);
- D. Regulatory Compliance History (10%);
- E. Approach to Project, Subcontractors, Quality of Goods and Services and ability to provide requested services to all 14 Institutions (20%);
- F. General Competence / Information (15%);
- G. Special Services and Benefits (10%).

2.3 Key Events Schedule

Issuance of RFP	Friday, June 14 th , 2019
Pre-Proposal Call	9 a.m. CST on Tuesday, June 25 th , 2019
Deadline for Questions / Concerns	2:30 p.m. CST on Wednesday, June 26 th , 2019
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Wednesday, July 10 th , 2019

2.4 Historically Underutilized Businesses

- 2.4.1 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 2.4** 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.
- 2.4.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code \(TAC\), Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 2.4.3 A HUB Subcontracting Plan (“HSP”) is 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, **whether self-performing or planning to subcontract**, 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

Contractor will not be permitted to change its HSP after the deadline submittal date 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.

Instructions on completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Click on this link and read the Guide first before selecting an HSP Option.** 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 submit the question via Bonfire portal.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal.** Signatures must be “wet” signatures. Digital signatures are not acceptable.

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 Bonfire portal** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***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 Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.5 Pre-Proposal Call

University will hold a pre-proposal call at 9 a.m. CST on Tuesday, June 25th, 2019.

Call-in number: (877)226-9790

Participant Code: 6269693#

SECTION 3

SUBMISSION OF PROPOSAL

3.1 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.

3.2 Terms and Conditions

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:

- 3.2.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.2.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.2.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.2.1.4. Notice to Proposers (ref. **Section 2** 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 a 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 2.2** 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 a five-year (5-year) term.

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 environmental services agreements with Ensaf, Inc., Half Associates, Inc., and Terracon Consultants, Inc., which is scheduled to expire December 31, 2019.

5.2 Additional Information

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 **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 THREE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.3 Scope of Work

Contractor will provide the following services to University:

A. Covered Services

1. Contractor must, at the request of any Institution, perform Covered Services. These services may include **but are not limited to:** (1) mobilize and respond to work orders; (2) project management, (3) Phase I Environmental Site Assessments, per ASTM standards; (4) Phase II Subsurface Investigations and further testing, per ASTM standards and in accordance with TCEQ requirements; (5) Site remediation; (6) Asbestos surveys; (7) Lead-based paint testing; (8) PCB testing; (9) Radon testing; (10) Technical assistance on

projects involving regulatory agencies with respect to liability management (i.e. Innocent Owner/Operator Certification and Voluntary Cleanups); (11) Threatened or Endangered Species, and Wetlands Surveys; (12) training; (13) services related to multimedia (waste, air, water, soil, etc.) environmental projects, regulatory compliance and reporting; and (14) any and all other services related to any of the services mentioned above.

In association with these services, Contractor must prepare notification, certification or any other documents that are required by Applicable Laws and must 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 Institution with a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor.

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.A.
3. 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 the Covered Services caused by the Contractor.

B. Service Requirements

1. Contractor must perform all Covered Services on an "open order" basis as requests for service are received from each Institution.
2. To request services, each Institution Coordinator, or his/her designee, shall initiate an order by calling and notifying the Contractor of the general scope, location and nature of services requested. Within three (3) business days of notice, the Contractor must provide an initial proposal for the Scope of Work. Regarding Phase I, the Contractor will make its best efforts to provide a draft report within four (4) weeks of the initial request by the UTS representative, unless otherwise agreed to in writing by the Institution, or as necessary for requests involving services beyond the scope of a Phase I report.
3. Contractor must perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of the Institutions.
4. Contractor must perform Covered Services at locations designated by each Institution Coordinator.

C. Review and Approval of Services

1. All services performed by Contractor under this Agreement are subject to the review and approval of the Contract Coordinator and the Institution Coordinator for the affected Institution.
2. The Institution Coordinator of each Institution shall decide all questions which 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.

5.4 Additional Questions Specific to this RFP

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

Company Profile, Experience and Business Reputation (15%)

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 UT 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. Describe Proposer's experience with public agencies.
 4. Describe any unusual changes or reorganizations of Proposer's business.
 5. Describe any Proposer's default on any loan agreement or financing agreement with any bank, financial institution or other entity.

Financial Stability and Capabilities (10%)

6. Explain the strength of Proposer's Financial Statements. Proposer's demonstrated capability and financial resources to perform the Covered Services.
7. Explain the type of Proposer's entity organizational structure (corporation, partnership, limited liability company, etc.). If the Proposer is a corporation, state whether the Proposer is a parent or subsidiary corporation.
8. If Proposer is a subsidiary corporation, state whether Proposer's parent corporation is entering into the Agreement with UTS or offering assurances of Proposer's performance of the Agreement.
9. Disclose any bankruptcy filings relating to Proposer, any partner or principal of Proposer, or Proposer's parent corporation, if any.

Regulatory Compliance History (10%)

10. List 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 Covered Services including, but not limited to licenses, registrations or certifications allowing Proposer to provide Covered Services within Texas.

Approach to Project, Subcontractors, Quality of Goods and Services and ability to provide requested services to all 14 Institutions (20%)

11. Describe how the service will be delivered. Include locations from which staff will mobilize to conduct covered services.
12. Provide a summary of available services, as well as a detailed description of the methodology to be used to provide the requested service and deliverables. Proposers are encouraged to include tasks they believe would add value to the proposal.
13. Provide examples of reports or other written documents Proposer will provide for Phase I, Phase II and/or primary service area (such as air emissions evaluations)
14. Detail the selection criteria Proposer used to identify and approve sub-contractors to support the scope of work for this RFP.
15. Provide details about Proposer's quality assurance program, including Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
16. Identify anticipated difficulties in serving UTS Institutions, and Proposer's plan to manage those difficulties, including any assistance Proposer will require from UTS Institutions.
17. Provide information regarding Proposer's ability to provide quality service to each of UTS's Institutions, including without limitation those Institutions located in West Texas, South Texas and Northeast Texas.

General Competence / Information (15%)

18. Detail Proposer's knowledge of current and developing issues related to the performance of Covered Services, as well as issues related to other fields that may be applicable to UTS.
19. Detail Proposer's awareness of opportunities for (1) the reduction of costs and liabilities for Covered Services and (2) Proposer's demonstrated competence and experience developing and implementing strategies to take advantage of such opportunities.
20. Provide 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.

Special Services and Benefits (10%)

21. Provide a description of any good or services not specified in this RFP that Proposer will provide to UTS institutions and any related costs of such goods and services to UTS Institutions.
22. Discuss any special services or product characteristics, or other benefits (for example, tracking software, Internet-based information services, electronic mail capabilities, and audit programs), offered to UTS Institutions, any other advantages to UTS Institutions in selecting Proposer, and any related costs of such goods, services or advantages to UTS Institutions.
23. Provide additional information and comments if they increase the benefits to UTS.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1920 Environmental Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments herein, 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.

6.1 Pricing for Services Offered (20%)

Note: ALTERNATIVE PRICING PROPOSALS. If Proposer can achieve cost savings by using different classifications or categories of the items described below or by taking into account different factors (such as quantity discounts or frequency of delivery discounts), such classification, categories or factors and the associated applicable unit prices should be indicated on a separate sheet and attached to this Section.

6.1.1. Fixed Rate Reports

6.1.1.1 Phase I Reports

Due to the relatively consistent requirements of conducting a Phase I Report, the Contractor will provide a fixed, base price for the service.

<u>CLASSIFICATION</u>	<u>RATE PER REPORT</u>
Phase I Report	\$ _____

6.1.1.2 Building Specific Sampling

CLASSIFICATION

6.1.1.2.1 Asbestos Survey

Asbestos Inspector	\$ _____ per hour
Samples	\$ _____ per sample
Roof Core Samples	\$ _____ per sample

6.1.1.2.2 Lead-based Paint Testing

Sr. Scientist	\$ _____ per hour
Lead Inspector	\$ _____ per hour
Samples	\$ _____ per sample

6.1.2 Labor

6.1.2.1 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.

JOB CLASSIFICATION	HOURLY RATE
Project Manager	\$
Site Manager/Response Coordinator	\$
Supervisor	\$
Project Accountant	\$
Assistant Superintendent	\$
Technicians	\$
Senior Technicians	\$
Corrective Action Project Manager	
Health and Safety Manager	\$
Certified Industrial Hygienist	\$
Technical Consultants/Engineers	\$
Sr. Geologist/Hydrogeologist/Environmental Scientist	\$
Mid-level Geologist/Hydrogeologist/Environmental Scientist	\$
Jr. Geologist/Hydrogeologist/Environmental Scientist	\$
Word Processor	\$
Asbestos Inspector	\$
Sr. Air Quality Specialist	\$
Mid-level Air Quality Specialist	\$
Sr. CADD	\$
	\$
	\$
	\$
	\$
	\$
	\$

6.1.2.2 Other Labor Provisions

- A. Standard Hours - All labor rates stated above are for the first 40 hours worked in a week, commencing on Monday and ending on Sunday, including holidays.
- B. Non-Standard Hours - The rates for labor performed by all classifications for all hours worked in a week over 40 hours, commencing on Monday and ending on Sunday, will be times the rates scheduled above.

6.2 Delivery Schedule of Events and Time Periods

- 6.2.1 Contractor shall perform Covered Services upon the request of the Institution Coordinator or their delegate based upon a forty (40) hour, five (5) business days a week, fifty-two (52) weeks a year basis. The Contractor shall provide an initial proposal within one (1) week and be capable of providing a draft Phase I report within four (4) weeks of the initial request by the Institution Coordinator or their delegate, unless otherwise agreed to in writing by the Institution, or as necessary for requests involving services beyond the scope of a Phase I report.
- 6.2.2 UTS may request services to be performed under this Contract in the following manner: a.) Initial request for service will be by telephone call (Verbal Work Order); b.) Written Work Order will follow within 60 hours.
- 6.2.3 Each work order issued hereunder shall contain a Scope of Work, which describes the work to be performed and contains specifications for the performance of such work.
- 6.2.4 Except as may be otherwise specifically limited in this Contract, the Contractor shall provide all services and the necessary personnel, materials, equipment, and facilities required to complete the tasks as described in the Scope of Work, verbal Work Orders, written Work Orders and any verbal or written changes to any Work Orders.
- 6.2.5 Contractor must demonstrate and justify in writing to the UTS not more than two (2) weeks after a Work Order good cause for refusal or inability to respond. Failure to show good cause shall be deemed a substantial failure by the CONTRACTOR to fulfill its obligations under this Contract and UTS may exercise its right of termination as provided in the provision in the Contract entitled "Termination for Default."
- 6.2.6 The billable services of the Contractor are to commence upon issuance by the UTS of a Work Order under this Agreement. The services shall be undertaken and completed in accordance with this Agreement and Work Orders, unless the assignment is terminated or this Agreement is terminated under the terms of Section 10 of the Contract.

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

_____ Calendar Days

6.3 Discounts

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

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

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION..... 1

SECTION 2: EXECUTION OF OFFER 4

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE 7

SECTION 4: ADDENDA CHECKLIST 9

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 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.*

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 email, 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.
 - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 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.: 720-1920 Environmental 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.
- 3.2.4 Proposer will provide examples of reports or other written documents Proposer will provide for Phase I, Phase II and/or primary service area (such as air emissions evaluations)

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.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Environmental Services

RFP No.: 720-1920

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
SAMPLE 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. If not exempt under [Section 2252.908\(c\), Government Code](http://www.ethics.state.tx.us/data/forms/1295/1295.pdf), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/data/forms/1295/1295.pdf](http://www.ethics.state.tx.us/data/forms/1295/1295.pdf)) 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.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
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 services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
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			



NON-EXCLUSIVE ENVIRONMENTAL SERVICES AGREEMENT

This Non-Exclusive Environmental Services Agreement ("**Agreement**" or "**Contract**") is made and entered into effective as of _____, 20__ (the "**Effective Date**"), by and between **The University of Texas System ("UTS")**, an agency and institution of higher education established under the laws of the State of Texas, and _____, a _____ **[Note: Insert type of organization (corporation, partnership, etc.) and State in which Contractor is organized.]** that is a provider of environmental services ("**Contractor**"), Federal Tax Identification Number _____.

UTS and Contractor hereby agree as follows:

1. DEFINITIONS.

Term	Definition
"Contractor Coordinator"	the person designated by Contractor (listed in EXHIBIT A) to coordinate the communications between Contractor and UTS or that person's delegate
"Covered Services" or "Work"	any and all environmental services including, but not limited to: (1) mobilize and respond to Work Orders with UTS or an Institution; (2) project management, (3) Phase I Environmental Site Assessments, per ASTM standards; (4) Phase II Subsurface Investigations and further testing, per ASTM standards and in accordance with TCEQ requirements; (5) Site Remediation; (6) Asbestos Surveys; (7) Lead-based paint testing; (8) PCB testing; (9) Radon testing; (10) Technical assistance on projects involving regulatory agencies with respect to liability management (i.e. Innocent Owner/Operator Certification and Voluntary Cleanups); (11) Threatened or Endangered Species, and Wetlands Surveys; (12) training; (13) services related to multimedia (waste, air, water, soil, etc.) environmental projects, regulatory compliance, and reporting; and (14) any and all other services related to any of the services mentioned above.

Term	Definition
"ASTM standards"	American Society of Testing Materials guidance documents established to define the extent and limit of "appropriate inquiry" for CERCLA liability and defense provisions; Specifically, ASTM E-1527-13 for Phase I environmental site assessment investigations, and ASTM E-1903-11 for Phase II environmental site assessment investigations
"DOT"	United States Department of Transportation or any successor agency thereto
"EPA"	United States Environmental Protection Agency or any successor agency thereto
"Institution"	the UT institution that requested the Covered Services
"Institution Coordinator"	the person designated by the Institution in EXHIBIT A to coordinate communications between Contractor and the Institution, or that person's delegate.
"UTS Contract Coordinator"	the person designated by UTS in EXHIBIT A to coordinate the communications between Contractor and UTS or that person's delegate
"OSHA"	Occupational Safety and Health Administration or any successor agency thereto.
"TCEQ"	Texas Commission on Environmental Quality or any successor agency thereto.
"DSHS"	Texas Department of State Health Services or any successor agency thereto.
"CERCLA"	Comprehensive Environmental Response, Compensation, and Liability Act.

2. SCOPE OF WORK.

- 2.1 Contractor will perform the scope of the work and services (alternately referred to herein as the "**Work**" and the "**Covered Services**") set forth in **EXHIBIT B**, Scope of Work, attached and incorporated for all purposes, to the satisfaction of UTS or Institution requesting services and in accordance with the rate schedule for the Work set forth in **EXHIBIT C**, Rate Schedule, attached and incorporated for all purposes. Time is of the essence in connection with this Agreement. UTS or Institution requesting services will have no obligation to accept late performance or waive timely performance by Contractor.
- 2.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances ("Applicable Laws"), for the performance of the Work.

2.3 Industry Practices. Contractor shall perform the Covered Services in accordance with the terms and provisions of this Agreement and pursuant to best industry standards and practices.

3. CONTRACT TERM AND EXTENSIONS.

The term (“**Initial Term**”) of this Agreement will begin on the Effective Date and expire on _____, 20__.

4. RATES.

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

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.

5. PERFORMANCE OF COVERED SERVICES.

5.1 **Performance of Covered Service on Request.** Contractor shall perform Covered Services upon the request of the UT Contract Coordinator or an Institution Coordinator which may be submitted to Contractor on a forty (40) hour work week, five (5) business days a week, fifty-two (52) weeks a year basis. The Contractor shall provide an initial proposal within one (1) week and be capable of providing a draft Phase I report within four (4) weeks of the initial request by the Institution Coordinator or their delegate, unless otherwise agreed to in writing by the Institution, or as necessary for requests involving services beyond the scope of a Phase I report. Requirements for Covered Services are more particularly described in **EXHIBIT B**.

5.1.1 UTS or Institution may request Covered Services to be performed under this Agreement in the following manner: a.) Initial request for Covered Services will be by telephone call (Verbal Work Order); b.) Written Work Order will follow within sixty (60) hours.

5.1.2 Each Work Order issued hereunder shall contain a Scope of Work, which describes the Covered Services to be performed and contains specifications for the performance of such Covered Services.

5.1.3 Except as may be otherwise specifically limited in this Agreement, the Contractor shall provide all Requested Services and the necessary personnel, materials, equipment, and facilities required to complete the tasks as described in the Scope of Work, verbal authorizations followed by written Work Orders, written Work Orders and any verbal (followed by written) or written changes to any Work Orders.

5.1.4 Contractor must demonstrate and justify in writing to the UTS or Institution not more than two (2) weeks after UTS or that Institution issues a written Work Order, all good cause reasons for Contractor's refusal or inability to respond to such a Work Order, or other request. Failure to show good cause shall be deemed a material failure by the Contractor to fulfill its obligations under this Agreement and UTS may exercise its right of termination as provided in the provision entitled "Default and Termination," **Section 14**.

5.1.5 Contractor will commence the Covered Services set forth in a Work Order of the Contractor upon issuance by UTS or an Institution of that Work Order under this Agreement. The Covered Services set forth in a Work Order shall be undertaken and completed by Contractor in accordance with this Agreement and that Work Order, unless the Work Order is terminated or this Agreement is terminated under the terms of **Section 14**, Default and Termination. Contractor's proposal, quote or bid submitted to the Institution requesting Covered Services must reflect the transportation and disposal method agreed upon by the Contractor and the Institutional Coordinator or their designee.

5.2 **Service Locations.** Contractor shall perform Covered Services at locations designated by the Institution Coordinator or UTS.

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 UTS and the 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 UTS'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 represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Covered Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

6.3 Contractor will call to UTS or an Institution's attention in writing all information in any materials supplied to Contractor (by UTS, that Institution, or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

6.4 University at all times is relying on Contractor's skill and knowledge in performing Work. Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by UTS or Institution nor will Contractor be released from any liability by reason of any approval by any UTS or Institution, it being agreed that UTS and Institution at all times is relying upon Contractor's skill and knowledge in performing the Work.

6.5 Contractor will, at its own cost, correct all material defects in the Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material

defects in the Work within a reasonable time, then the UTS or 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 the UTS or Institution may have at law or in equity.

- 6.6 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 the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work. Contractor will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of the UTS or Institution(s).
- 6.7 Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of its state of organization; it is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 6.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of its organizational documents; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 6.9 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (ref. **Section 13**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of UTS and the Institutions requesting Covered Services) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 6.10 Contractor represents and warrants that: (i) the Work 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 UTS and the Institutions; (ii) UTS and the Institutions will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

6.11 If this Agreement requires Contractor's presence on UTS or an Institution's premises or in UTS or an Institution'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 UTS and Institution Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

7. CONTRACTOR QUALIFICATIONS.

7.1 **Representations.** Contractor represents and warrants that:

- 7.1.1 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 defined in this Agreement.
- 7.1.2 has the necessary experience, knowledge, abilities, skills, and resources to perform the Covered Services.
- 7.1.3 Contractor understands the conditions under which it will be required to operate.
- 7.1.4 Contractor will not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement or any Work Order without the prior written approval of the Contract Coordinator if UTS is affected or the Institution Coordinator for the Institution affected. 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 7.1 and 7.2** 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. The requirements of this **Section 7.1.4** are in addition and do not replace those set forth in **Sections 18.1 and 18.13**.
- 7.1.5 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 the Contractor shall be under the direction of a project manager employed by the Contractor who has expertise in the managing Covered Services. Contractor will ensure that 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 demonstrated current completion of 40 hour HAZWOPER training and have at least six (6) months of field experience, if necessary to provide the Covered Services such as Phase II site investigations. Contractor will ensure that none of the Covered Services performed hereunder shall be provided by trainees (i.e., personnel with less training or experience than that required herein) without the prior written consent of Contract Coordinator if UTS is affected or the Institution Coordinator of the Institution affected, which consent can be withheld for any or no reason. The Contract Coordinator or Institution Coordinator may restrict in any manner he or she deems appropriate the activities of any trainee on the premises of UTS or

the Institution. Contractor will ensure that all trainees are under the supervision of an individual experienced in the performance of Covered Services and that all training of the personnel provided by Contractor (including any trainees) is completed at the expense of Contractor.

7.2 **Documentation.** From time to time, upon UTS or Institution's request, Contractor will submit to the Contract Coordinator the following materials, which Contractor represents are current, complete, and accurate:

7.2.1 References of five (5) clients of Contractor with similar operations including client name, current contact name, current address, and current telephone number for each;

7.2.2 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 the Covered Services. In addition to the requirements for Contractor's provision of materials to UTS and the Institutions as set forth in **Section 7.2**, if Contractor should lose any applicable license or authorization, 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 provide prompt notice to the Contract Coordinator and each Institution Coordinator. Prompt notice shall mean Contractor's (a) immediate telephone notification upon Contractor's receipt of such information to the Contract Coordinator and each Institution Coordinator and (b) delivery of written notification to the Contract Coordinator and each Institution Coordinator within forty-eight (48) hours of Contractor's receipt of such information.

7.2.3 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. UTS and the Institutions reserve 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.

7.2.4 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 the Contract Coordinator and the Institution Coordinator of each Institution immediately upon such change or addition.

8. TRANSPORTATION AND DISPOSAL OF WASTE.

8.1 **Tagging and/or Labeling of Institution Property.** At the written request of the UTS or an Institution, Contractor shall tag and/or label all UTS or Institution property placed under the care, custody and control of Contractor.

8.2 **Packaging Waste.** Accumulated through Remediation Practices. Contractor shall label and package all waste in accordance with all Applicable Laws, including without limitation EPA, DOT and TCEQ regulations. Contractor shall prepare and provide the Contract Coordinator (for UTS) and the Institution Coordinator (for an Institution) a properly completed uniform hazardous waste manifest or other shipping document

prior to removal of substances from the incident site unless documentation is not required by law. The manifest must be typed and must include waste profile numbers. Contractor shall provide the Contract Coordinator (for UTS) and the Institution Coordinator (for an Institution) with adequate time to review and approve a completed copy of the shipping documents, manifests, land disposal restriction notifications, and any other documentation prior to transport. For a handling code indicated "other", Contractor must provide written documentation of the treatment/disposal method used.

- 8.3 **Pre-Proposal Requirements for Waste Disposal Shipments.** Contractor will contact the Contract Coordinator (for UTS) or the Institutional Coordinator (for an Institution) (see **EXHIBIT A**) or their designee to obtain direction on the method of transportation and disposal of hazardous waste expected to be generated by requested Covered Services.
- 8.4 **Waste Disposal Shipment Requirements.** Contractor must coordinate with the Contract Coordinator (for UTS) or the Institutional Coordinator (for an Institution) (see **EXHIBIT A**) or their designee, all hazardous waste shipments that result from Covered Services. If hazardous waste is unexpectedly generated as a result of requested Covered Services, the Contractor must immediately notify and obtain disposal direction from the Contract Coordinator (for UTS) or the Institutional Coordinator (for an Institution) or their designee. Any waste generated as a result of Covered Services by Contractor must be handled by Contractor as directed by the Institutional Coordinator (for an Institution), or their designee, from the campus where the waste is generated. Contractor will ensure that no waste will be shipped off site without permission of the Contract Coordinator (for UTS) or the Institution Coordinator (for an Institution) or their designee. Contractor will ensure that all waste shipped off site shall have shipment documentation which includes the legibly printed name of the UTS or Institutional employee who signed the shipping documentation.
- 8.5 **Chain of Custody.** Contractor shall prepare and provide to the Contract Coordinator (for UTS) or the Institution Coordinator (for an Institution) a properly completed chain of custody or other shipping document prior to sending samples for analysis. Contractor must ensure that the chain of custody is typed and includes sample identification numbers.
- 8.6 **Procedural Changes.** All of Contractor's internal procedures for the performance of Covered Services must be acceptable to UTS and the Institutions in all respects. Contractor may implement changes to such procedures only with the prior written approval of the UTS Contract Coordinator and the Institution Coordinator, which approval shall not be unreasonably withheld.
- 8.7 **Contractor's Employees Providing Covered Services.** UTS or an 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 the Contract Coordinator (for UTS) or the Institution Coordinator (for an Institution), Contractor shall provide a description of the training received by, and the experience of, each of Contractor's employees providing Covered Services.

8.8 **Contract Amendments to Cover Additional Covered Services.** UTS and Contractor acknowledge that the laws and regulations relating to Covered Services and the options for performing such Covered Services will likely change during the term of this Agreement. Upon written terms mutually agreed upon by the Contract Coordinator and Contractor, this Agreement may be modified to add and cover any new Covered Services that UTS or the Institutions may require relating to environmental services, regardless of whether such services meet the present definition of "Covered Services." Such amendments may include, without limitation, add new, related services and add or change the method of performing "Covered Services."

9. COMPLIANCE WITH LAWS AND POLICIES.

9.1 **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 EPA, TCEQ, DSHS, BRC, OSHA and DOT, and Contractor further agrees that it is currently and shall remain in compliance with all applicable registration, license, and permit requirements at all times.

9.2 **Policies and Procedures.** Contractor shall at all times comply with applicable policies and procedures promulgated by UTS and the Institutions. 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 UTS or the Institutions, including but not limited to smoking, radio, consideration for patients and their families, parking and security policies and procedures. UTS or the Institutions shall provide Contractor with copies of all relevant policies and procedures applicable policies and procedures promulgated by each.

10. EQUIPMENT AVAILABILITY AND SAFETY.

10.1 **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.

10.2 **Safety Provisions.** Contractor shall provide to its employees, subcontractors, and materialmen any and all personnel protective equipment and safety equipment necessary for performing the Covered Services and shall cause its employees, subcontractors, and materialmen to use such safety equipment.

11. CONTRACT AMOUNT.

11.1 So long as Contractor has provided UTS or Institution with its current and accurate Federal Tax Identification Number in writing, UTS or the Institutions will pay Contractor for the performance of the Work set forth in Work Orders as more particularly set forth in **EXHIBIT C**, Payment for Services, attached and incorporated for all purposes.

11.2 Contractor will ensure that all amounts charged by Contractor under this Agreement and all Work Orders include all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement and all Work Orders.

- 11.3 UTS and Institutions, agencies of the State of Texas, are exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

12. INVOICING AND PAYMENT.

- 12.1 **Submission of Invoices.** Unless otherwise agreed to in writing by the Contract Coordinator (for UTS) or the Institution Coordinator (for an Institution), Contractor shall submit to the Contract Coordinator (for UTS invoices) or the Institution Coordinator (for invoices to that Institution) invoices on a weekly basis for Covered Services provided to UTS or an Institution under Work Orders. Contractor may submit invoices to the Contract Coordinator or an Institution Coordinator by email or fax if subsequently confirmed by first-class mail.

Invoices submitted under a Work Order shall, among other things, (1) set forth a description of the Covered Services performed under that Work Order, (2) reference the UTS or Institutional purchase order/release number identified in the Work Order, (3) be accompanied by a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor under that Work Order (4) and be accompanied by daily resource reports detailing personnel and equipment costs for each day of every incident as approved to form by UTS or the Institution under that Work Order.

Notwithstanding any other provision of this Agreement or any Work Order, Contractor agrees that UTS or Institution will be entitled to withhold _____ percent (_____%) of the total payment due under a Work Order until after UTS or Institution's acceptance of all Covered Services and related deliverables set forth in that Work Order.

- 12.2 **Payments Due.** UTS or an Institution receiving Covered Services under a Work Order shall review each invoice and may make such exceptions as UTS or Institution deems reasonably necessary or appropriate. UTS or an Institution will pay Contractor for Covered Services provided under a Work Order in accordance with Chapter 2251, *Texas Government Code*. UTS or an Institution shall notify Contractor in writing of any such exceptions to or disputed amounts under an invoice, including a full description of the reason for the exception. So long as Contractor has provided UTS and the Institutions with its current and accurate Federal Tax Identification Number in writing, UTS and the Institutions shall make payment of all undisputed amounts to Contractor within thirty (30) days after receipt of the invoice and all supporting documentation for the invoiced amount.
- 12.3 **Acceptance of Service.** No payment made by UTS or an Institution shall constitute evidence of Contractor's performance of Covered Services either in whole or part, and no payment shall be construed to be an acceptance of defective or improper Covered Services.
- 12.4 **Deficient Work.** If, in the opinion of the Contract Coordinator any of the Covered Services under a Work Order are unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws or of this Agreement, the Contractor Coordinator may notify Contractor in writing, and if Contractor fails to submit a corrective plan of action within five (5) days from the

delivery of notice and to correct the deficiencies noted to the satisfaction of the Contract Coordinator within thirty (30) days, then (1) Contractor shall, upon demand of the Contract Coordinator, discontinue the Covered Services under that Work Order in accordance with Contract Coordinator's written instructions, and (2) UTS or the Institution under the Work Order shall be relieved of all responsibility to pay for Covered Services under the Work Order that are unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws or of this Agreement and the Work Order.

- 12.5 Notwithstanding any provision of this Agreement to the contrary, neither UTS nor the Institutions will be obligated to make any payment to Contractor if Contractor is in default under this Agreement.
- 12.6 The cumulative amount of all payments made by UTS or an Institution under a Work Order will not exceed the agreed upon project bid/proposal amount quoted by Contractor to UTS or that Institution in response to a request for Covered Services (ref. **Section 5.1**).
- 12.7 No payment made by UTS or 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.
- 12.8 The acceptance of each 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 invoice for that payment.
- 12.9 UTS and the Institutions will have the right to verify the details set forth 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 this Agreement or Work Orders; and (c) other reasonable action.
- 12.10 Section 51.012, Texas Education Code, authorizes UTS or Institution to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from UTS or the Institutions through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, UTS or Institution will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to UTS and the Institutions in writing at least thirty (30) days in advance of the effective date of the change in accordance with **Section 18.14**.
- 12.11 Texas Sales Tax Exemption. UTS (a State agency) is exempt from Texas Sales & Use Tax on Work 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 UTS's and the Institutions' tax exempt status and neither UTS nor the Institutions are not required to provide further evidence of their exempt status.
- 12.12 Notwithstanding any other provision of this Agreement, UTS and Institutions are entitled to a "**Prompt Payment Discount**" of % off of each payment that UTS or

an Institution submits within days after UTS or Institution's receipt of Contractor's invoice for that payment.

13. OWNERSHIP AND USE OF WORK MATERIAL.

- 13.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with this Agreement and the Work Orders (collectively, "**Work Material**"), whether or not accepted or rejected by UTS or an Institution, are the sole property of UTS and the Institutions and for their exclusive use and re-use at any time without further compensation and without any restrictions.
- 13.2 Contractor grants and assigns to UTS and the Institutions all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with UTS and the Institutions in any steps UTS or the Institutions may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 13.3 Contractor will deliver all Work Material to UTS and the Institutions upon expiration or termination of this Agreement. UTS and the Institutions will have the right to use the Work Material for the completion of the Work or otherwise. UTS and the Institutions may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than UTS and the Institutions on other projects unless expressly authorized by UTS and the Institutions in writing.
- 13.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by UTS and the Institution in writing. Contractor will treat all Work Material as confidential.

14. DEFAULT AND TERMINATION.

- 14.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement or any Work Order, or other request or agreement entered into under this Agreement ("**default**"), the other party may terminate this Agreement upon thirty (30) days' 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 thirty-day period.
- 14.2 UTS may, without cause, terminate this Agreement and all Work Orders, or other requests issued or agreements entered into for Work under this Agreement at any time upon giving seven (7) days' 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 the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to UTS and the Institutions. Notwithstanding any provision in this Agreement to the contrary, neither UTS nor any Institution will be required to pay or reimburse Contractor for any Covered Services performed or for expenses incurred by Contractor after the

date of the termination notice that could have been avoided or mitigated by Contractor.

- 14.3 Termination under **Sections 14.1** or **14.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 14.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, UTS or an Institution 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 UTS or an Institution's curative actions.
- 14.5 In the event Contractor breaches the terms and conditions of Work Order (including any Contractor breach of the terms and conditions of the Agreement as incorporated into that Work Order), UTS or an Institution may terminate that Work Order (a "Contractor-Breached Work Order") upon thirty (30) days' written notice to Contractor. However, a Contractor-Breached Work Order shall not terminate at the end of the thirty-day notice period in the event that Contractor completely cures its breach of that Work Order before the end of that thirty-day period. The termination of a Contractor-Breached Work Order by a Customer under this subsection (a) shall not terminate or otherwise affect any other Work Orders entered into with Contractor under the Agreement by the terminating Institution or by UTS.

15. INDEMNIFICATION.

- 15.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UTS, AND HOLD HARMLESS UTS, THE INSTITUTIONS, AND THEIR RESPECTIVE AFFILIATED INSTITUTIONS, 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, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (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.

15.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UTS, 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 WORK 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, UTS WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UTS AND THE INSTITUTIONS AGREE TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

16. 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 UTS or any Institution. Contractor will not bind nor attempt to bind UTS or the Institutions 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.

17. INSURANCE.

17.1 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:

17.1.1 **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. on the information page of the Workers' Compensation policy the state in which Work is to be performed for UTS or Institution.

17.1.2 **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.

- 17.1.3 **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;

If Contractor transports hazardous materials, Contractor must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.

- 17.1.4 **Pollution Legal Liability** with limits not less than:

Each Occurrence Limit	\$5,000,000
Aggregate	\$5,000,000

Pollution policy must cover all services included in the attached scope of work.

- 17.1.5 **Umbrella/Excess Liability Insurance** with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and at least as broad as the underlying coverage as required under sections **17.1.1 Employer's Liability**; **17.1.2 Commercial General Liability**; and **17.1.3 Business Auto Liability**. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

- 17.1.6 **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.

17.2 Contractor will deliver to UTS or Institution:

- 17.2.1 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 Work 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.

- 17.2.1.1 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, The University of Texas System and Institution as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its ongoing 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.
 - 17.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and 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 Institutions. No policy will be canceled until after thirty (30) days' unconditional written notice to UTS. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to UTS thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 17**.
 - 17.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by UTS 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.
 - 17.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the UTS Contract Coordinator (listed in **EXHIBIT A**).
- 17.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by UTS. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by UTS or Institution in writing, except as provided in this Section 17.3.
- 17.3.1 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 this policy.

18. MISCELLANEOUS.

- 18.1 Assignment and Subcontracting. Except as specifically provided in **EXHIBIT D**, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, 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 UTS or any Institution; 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 UTS.
- 18.2 Texas Family Code Child Support Certification. Pursuant to [§231.006, Texas Family Code](#), Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement or any Work Order and acknowledges that this Agreement and any Work Order may be terminated and payment may be withheld if this certification is inaccurate.
- 18.3 Tax Certification. If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 18.4 Payment of Debt or Delinquency to the State. Pursuant to [§§2107.008 and 2252.903, Texas Government Code](#), Contractor agrees that any payments owing to Contractor under this Agreement or any Work Order may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
- 18.5 **Loss of Funding.** Performance by UTS and the Institutions of their duties and obligations under this Agreement or any Work Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTS or an Institution will issue written notice to Contractor and UTS may terminate this Agreement and/or any Work Order without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTS or the Institutions.
- 18.6 **Entire Agreement; Modifications.** This Agreement (including all Work Orders, exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and UTS or the Institutions and will constitute the entire agreement and understanding between Contractor, UTS, and the Institutions 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 UTS and Contractor. Each Work Order and each of its provisions will be binding upon the

Contractor and either UTS or the Institution entering into the Work Order with Contractor, and may not be waived, modified, amended or altered, except by a writing signed by UTS or that Institution and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.

- 18.7 **Force Majeure.** None of the parties to this Agreement or any Work Order will be liable or responsible to the others 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 UTS or an Institution may continue to provide healthcare, research and other mission critical services during the occurrence.
- 18.8 **Captions.** The captions of sections and subsections in this Agreement or in the Work Orders are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 18.9 **Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement and all Work Orders. This Agreement, the Work Orders, and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement and the Work Orders will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 18.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement or the Work Orders will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement or the Work Orders will not be construed to be a waiver of any subsequent default under this Agreement or the Work Orders.
- 18.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may: (1) create for UTS and the Institutions, (2) receive from or on behalf of UTS and the Institutions, or (3) view or have access to, records or record systems of UTS and the Institutions (collectively, **University Records**). However, it is expressly agreed that UTS and the Institutions will not provide to Contractor, and Contractor will never seek to access, any University 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 Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by UTS in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology 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 Records are safeguarded and the

confidentiality of University 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 UTS's and the Institutions' computer systems, including UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of UTS, Contractor agrees to provide UTS and the Institutions with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 18.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to UTS and all affected Institutions within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide UTS and all affected Institutions with all information requested by UTS or those Institutions regarding the impermissible use or disclosure.
- 18.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UTS and the Institutions will be (1) returned to UTS and the Institutions, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide UTS and the Institutions with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to UTS and the Institutions in writing the destruction of University Records.
- 18.11.3 **Disclosure.** If Contractor discloses any University 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 18.11**.
- 18.11.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to Agreement or the engagement of Contractor as an independent contractor of UTS and the Institutions in connection with Agreement, or release any information relative to Agreement for publication, advertisement or any other purpose without the prior written approval of UTS and the Institutions.
- 18.11.5 **Public Information.** UTS and the Institutions strictly adhere 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 Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to UTS or the Institutions, Contractor will make any information created or exchanged with UTS or the Institutions pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UTS or the Institutions that is accessible by the public.

18.11.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UTS or an Institution reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, UTS may immediately terminate this Agreement without notice or opportunity to cure.

18.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

18.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

18.13 **Records.** Records of Contractor's costs, reimbursable expenses and payments pertaining to this Agreement and all Work Orders will be available to UTS or the Institutions or their authorized representatives during business hours and will be retained for four (4) years after final payment or termination, expiration, or abandonment of Agreement, unless UTS otherwise instructs Contractor in writing.

18.14 **Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, 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 set forth below) or email (to the extent an email address is set forth below), when received:

If to UTS: Dr. Scott Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
210 West 7th Street
Austin, Texas 78701

with copy to: Office of Risk Management
The University of Texas System
210 West 7th Street
Austin, Texas 78701

If to an Institution: See Work Order between the Institution and Contractor.

If to Contractor: _____

Attention: _____

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

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to UTS or any Institution pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to (1) the Institution at its address identified in the applicable Work Order and (2) UTS as follows:

Dr. Scott Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
210 West 7th Street
Austin, Texas 78701

with copy to:

Office of Risk Management
The University of Texas System
210 West 7th Street
Austin, Texas 78701
Attention: Michelle Bost
Email: mbost@utsystem.edu
Fax: 512-499-4211

or other person or address as may be given in writing by UTS to Contractor in accordance with this Section.

18.15 Severability. In case any provision of this Agreement or any Work Order 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 or any Work Order, and this Agreement and the Work Order will be construed as if the invalid or unenforceable provision had not been included.

18.16 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement or any Work Order constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds (§§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

18.17 Limitation of Liability. EXCEPT FOR UTS'S OR AN INSTITUTION'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES NEITHER UTS NOR ANY INSTITUTION WILL HAVE ANY LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY WORK ORDER. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UTS OR THE INSTITUTIONS TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED INSTITUTION, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UTS, THE INSTITUTIONS, OR ANYONE CLAIMING UNDER UTS OR THE INSTITUTIONS 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 OR ANY WORK ORDER.

18.18 Survival of Provisions. No expiration or termination of this Agreement or any Work Order will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 12.9, 15, 18.5, 18.9, 18.10, 18.11, 18.13, 18.16, 18.17, 18.19** and **19**.

18.19 Breach of Contract Claims.

18.19.1 To the extent that [Chapter 2260, Texas Government Code](#), as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by UTS, the Institutions, and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

18.19.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in [subchapter B](#) of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by [subchapter B](#) of Chapter 2260, to UTS and the applicable Institutions in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of [subchapter B](#) of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UTS or an Institution allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with [subchapter B](#) of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under [subchapter C](#) of Chapter 2260. The chief business officer of UTS, or another officer of UTS as may be designated from time to time by UTS by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. If the parties are unable to resolve their disputes under **Section 18.19.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by UTS or an Institution.

18.19.1.2 If the parties are unable to resolve their disputes under Section 18.19.1.1, the contested case process provided in [subchapter C](#) of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

18.19.1.3 Compliance with the contested case process provided in [subchapter C](#) of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under [Chapter 107](#),

[Texas Civil Practices and Remedies Code](#). The parties hereto specifically agree that (i) neither the execution of this Agreement by UTS, issuance or execution of any Work Order by UTS or an Institution, nor any other conduct, action or inaction of any representative of UTS or the Institutions relating to this Agreement constitutes or is intended to constitute a waiver of UTS's, the Institutions', or the state's sovereign immunity to suit and (ii) neither UTS nor any of the Institutions have waived their rights to seek redress in the courts.

18.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to [Chapter 2260](#), as currently effective, thereafter enacted or subsequently amended.

18.19.3 UTS, the Institutions, and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

18.20 **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, UTS may terminate this Agreement in accordance with Section 8. 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.

19. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTS AND THE INSTITUTIONS (STATE AGENCIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT OR A WORK ORDER, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTS OR ANY INSTITUTION'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE

BINDING ON UTS OR ANY INSTITUTION EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

20. 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, UTS, and the Institutions with information required on the form promulgated by TEC. Contractor 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/data/forms/1295/1295.pdf>.
21. **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand UTS's Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, UTS's Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause UTS or Institution employees to violate University's Conflicts of Interest Policy, provisions described by UTS'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.
22. **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract the Work in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. **EXHIBIT D**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UTS and the Institutions 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 UTS or an Institution determines that Contractor has failed to subcontract as set out in the HSP, UTS or that Institution 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 UTS or an Institution determines that Contractor failed to implement the HSP in good faith, UTS or that Institution, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [§§20.285\(g\)\(5\), 20.585](#) and [20.586](#). UTS may also revoke this Agreement for breach and make a claim against Contractor.
- 22.1 **Changes to the HSP.** If at any time during the Term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.285; (b) the changes must be reviewed and approved by UTS; and (c) if UTS approves changes to the HSP, this Agreement must be amended in accordance with **Section 18.6** to replace the HSP with the revised subcontracting plan.
- 22.2 **Expansion of the Work.** If UTS expands the scope of the Work through a change order or any other amendment, UTS will determine if the additional Work contains

probable subcontracting opportunities *not* identified in the initial solicitation for the Work. If UTS 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 UTS without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement under **Section 14** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.285](#). UTS may report nonperformance under this Agreement to the SPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585](#) and [20.586](#).

- 23. Quality Assurance.** Contractor will (a) comply with all applicable standards of the Joint Commission ("**Joint Commission**"); (b) implement and monitor a quality assurance process that complies with Joint Commission standards; (c) comply with applicable Joint Commission privileging standards for licensed independent practitioners; (d) upon request, provide assurance to UTS and the Institutions of a licensed independent practitioner's privileging file; and (e) provide UTS and the Institutions with periodic reports of its quality assurance indicators and/or permit UTS or an Institution to conduct periodic quality assurance audits of the Work.
- 24. Contractor Certification regarding Boycotting Israel.** Pursuant to will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 25. Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 26. Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform Work under this Agreement and the Work Orders 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 Work under this Agreement and the Work Orders. Prior to commencing Work under this Agreement or any Work Order, Contractor will (1) provide UTS and the applicable Institutions with a list (**List**) of all individuals who may be assigned to perform that Work, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to do so. Contractor will not knowingly assign any individual to provide Work who has a history of criminal conduct unacceptable for a university campus, facility, building, 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 Work.

Prior to commencing performance of Work under this Agreement or a Work Order, Contractor will provide UTS a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide UTS an

updated certification letter each time there is a change in the individuals assigned to perform Work.

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

CONTRACTOR:

UTS:

THE UNIVERSITY OF TEXAS SYSTEM

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attached:

EXHIBIT A – Names and Address of Contractor, UTS and Institutional Coordinators

EXHIBIT B – Scope of Work

EXHIBIT C – Rate Schedule

EXHIBIT D – HUB Subcontracting Plan

**EXHIBIT A: NAMES & ADDRESSES OF CONTRACTOR, UTS,
AND INSTITUTIONAL COORDINATORS**

CONTRACTOR COORDINATOR:

Name: _____
Title: _____
Company: _____
Mailing Address: _____

Email: _____
Phone (office): _____
Phone (mobile): _____

UTS CONTRACT COORDINATOR:

Ms. Michelle Bost
The University of Texas System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4211
Fax: 512/499-4524

INSTITUTION COORDINATORS:

Ms. Leah Hoy
UT Arlington
P.O. Box 19257
Arlington, TX 76019-0257
Phone: 817/272-2185
Fax: 817/272-2144

Mr. John Salsman
UT Austin
Service Building 202
Austin, TX 78712-1024
Phone: 512/471-1171
Fax: 512/471-6918

Mr. Shane Solis
UT Dallas
Assistant Director
Office of Research Compliance
The University of Texas at Dallas
Phone: 972/883-4730
Fax: 972/883-2310

**WASTE MANIFESTING AND INVOICE ROUTING
ADDRESS (for Institution and off site locations):**

Ramon Ruiz, REM
UT Arlington
Environmental Health and Safety (BOX 19257)
500 Summit Ave.
Arlington, TX 76019

Ms. Nena Anderson
UT Austin – EHS
PO Box 7729, M/C 2600
Austin, TX 78713

Dorian Evans (waste)
UT Dallas
800 W. Campbell Rd. RL 10
Richardson, TX 75080
Phone: 972/883-5739 or 214/ 563-4955

INSTITUTION COORDINATORS:

David Liner (air and stormwater)
UT Dallas
800 West Campbell Rd. SG10
Richardson, Texas 75080-0321
Phone: 972/883-6111

Mr. Bruce Brown, Dr PH
UT Southwestern Medical Center
1931 Chattanooga Place
Dallas, TX 75235
Phone: 214/648-2250
Fax: 214/648-8320

Mr. Richard Costello, Dr PH
UT Rio Grande Valley
1201 West University Drive
Edinburg, TX 78539
Phone: 956/665-3690
956/665-2699

Mr. Robert Moss
UT El Paso
Carl Hertzog Bldg., Room 170
500 West University Avenue
El Paso, TX 79968-0537
Phone: 915/747-7188
Fax: 915/747-7118

Mrs. Paula Tate
UT Tyler
3900 University Blvd.
Tyler, TX 75799
Phone: 903/566-7011
Fax: 903/565-5829

Mrs. De'Anne Meeh
UT Medical Branch at Galveston
301 University Blvd Rt. 1108
Galveston, TX 77555-1108
Phone: 409/747-0515
Fax: 409/772-8501

Mr. Scott Patlovich, DrPH
UT Health Science Center at Houston
1851 Crosspoint, OCB1.330
Houston, TX 77054 Phone: 713/500-8100
Fax: 713/500-8111

Mr. Matthew Berkheiser, DrPH
UT M.D. Anderson Cancer Center
1515 Holcombe Blvd., Box 035
Houston, TX 77030
Phone: 713/792-3775
Fax: 713/745-2025

WASTE MANIFESTING AND INVOICE ROUTING ADDRESS (for Institution and off site locations):

Mariah Armitage (emergency responses not related to waste)
UT Dallas
800 West Campbell Rd. SG10
Richardson, Texas 75080-0321

Patrick Conley
UT Southwestern Medical Center
1931 Chattanooga Place
Dallas, TX 75235
Office 214/648-2250
Patrick.conley@utsouthwestern.edu

As specified by Institution Coordinator

As specified by Institution Coordinator

Mrs. Paula Tate
UT Tyler
3900 University Blvd.
Tyler, TX 75799
Phone: 903/566-7011

Mr. Sergio Garcia
UT Medical Branch at Galveston
Environmental Protection Management / EHS
301 University Blvd, Rt.1108,
Galveston, TX 77555-1108
Phone: 409/747-0515

Mr. Alan Lucas
UT Health Science Center at Houston
1851 Crosspoint, OCB1.330
Houston, TX 77054
Phone: 713/500-8104

Mr. Mike Pokluda
UT M.D. Anderson Cancer Center
Environmental Health and Safety
P.O. Box 301439 - Unit 713
Houston, TX 77230-1439
Phone: 713/794-4178

INSTITUTION COORDINATORS:

**WASTE MANIFESTING AND INVOICE ROUTING
ADDRESS (for Institution and off site locations):**

Mr. Lail Grant
UT Permian Basin
4901 E. University
Odessa, TX 79762-0001
Phone: 432/552-2491
Fax: 432/552-3700

Mr. Michael Charlton, PhD
UT Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, TX 78229-3900
Phone: 210/567-2955
Fax: 210/567-2965

Ms. Kristee Phelps
UT San Antonio
Attn: Environmental Health, Safety and Risk
Management
One UTSA Circle.
San Antonio, TX 78249-672
Phone: 210/458-6102
Fax: 210/458-5813

Mr. Maurice Finsterwald
UT Health Science Center at Tyler
11937 US Hwy 271
Tyler, TX 75708-3154
Phone: 903/877-2854
903/877-2833

Mr. Patrick Durbin
UT System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4746
Fax: 512/499-4524

Mr. Christopher Beckermann
UT MD Anderson Cancer Center
Environmental Health and Safety
P.O. Box 301439 - Unit 713
Houston, TX 77230-1439
713/745-0419

Mr. Lail Grant
UT Permian Basin
4901 E. University
Odessa, TX 79762-0001
Phone: 432/552-2491

Ms. Rena Saito
UT Health Science Center San Antonio
Environmental Health & Safety Dept.
MC 7928
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

Mr. Richard Garza
UT San Antonio
Attn: Environmental Health, Safety and Risk
Management
One UTSA Circle.
San Antonio, TX 78249-672
Phone: 210/458-5808

Mr. Maurice Finsterwald
UT Health Science Center at Tyler
11937 US Hwy 271
Tyler, TX 75708-3154
Phone: 903/877-2854

Ms. Michelle Bost
UT System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4211

EXHIBIT B: SCOPE OF WORK

A. Covered Services.

1. Contractor shall, at the request of UTS or any Institution, perform Covered Services under the terms of this Agreement and the Work Orders issued under this Agreement. These Covered Services include but are not limited to: (1) mobilize and respond to Work Orders; (2) project management, (3) Phase I Environmental Site Assessments, per ASTM standards; (4) Phase II Subsurface Investigations and further testing, per ASTM standards and in accordance with TCEQ requirements; (5) Site remediation; (6) Asbestos Surveys; (7) Lead-based paint testing; (8) PCB testing; (9) Radon testing; (10) Technical assistance on projects involving regulatory agencies with respect to liability management (i.e. Innocent Owner/Operator Certification and Voluntary Cleanups); (11) Threatened or Endangered Species, and Wetlands Surveys; (12) training; (13) services related to multimedia (waste, air, water, soil, etc.) environmental projects, regulatory compliance, and reporting; and (14) any and all other services related to any of the services mentioned above.

In association with its performance of these Covered Services, Contractor will 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. Upon the completion of Covered Services, Contractor shall provide UTS or the Institution requesting such Covered Services with a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor.

2. Contractor will at its own cost and expense, furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the Covered Services described in this Agreement and the Work Orders.
3. Contractor shall, 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 the Covered Services that are caused by the Contractor.

B. Service Requirements.

1. Contractor shall perform all Covered Services on an "open order" basis as requests for Covered Service are received from UTS or an Institution, pursuant to the requirements of this Agreement and any specific instructions of UTS or the Institution.
2. To request Covered Services, each Institution Coordinator, or his/her designee, shall initiate a Work Order by calling and notifying the Contractor of the general scope, location and nature of services requested. Within sixty (60) hours, the Contractor shall provide an initial proposal for the scope of work. The contractor will make its best efforts to provide a draft Phase I report within four (4) weeks of the initial request by the UTS representative, unless otherwise agreed to in writing by the Institution, or as necessary for requests involving services beyond the scope of a Phase I report.
3. Contractor shall perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of the Institutions.
4. Contractor shall perform Covered Services at locations designated by each Institution Coordinator.

C. Review and Approval of Services.

1. All services performed by Contractor under this Agreement shall be subject to the review and approval of the Contract Coordinator and the Institution Coordinator for the affected Institution.
2. The Institution Coordinator of each Institution shall decide all questions which 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.

EXHIBIT C: RATE SCHEDULE

A. Fixed Rate Reports

1. Phase I Reports

Due to the relatively consistent requirements of conducting a Phase I Report, the Contractor will provide a fixed, base price for the service.

<u>CLASSIFICATION</u>	<u>RATE PER REPORT</u>
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Phase I Report	_____
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2. Building Specific Reports

6.1.1.2 Building Specific Reports/Sampling

Due to the relatively consistent requirements of certain reports, relative to the size of the structure being evaluated, the Contractor will provide a rate for its performance of Covered Service for those reports.

<u>CLASSIFICATION</u>	<u>RATE</u>
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6.1.1.2.1 Asbestos Survey	
Asbestos Inspector	\$ _____ per hour
Samples	\$ _____ per sample
Roof Core Samples	\$ _____ per sample

6.1.1.2.2 Lead-based Paint Testing	
Sr. Scientist	\$ _____ per hour
Lead Inspector	\$ _____ per hour
Samples	\$ _____ per sample

B. Labor

1. 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.

JOB CLASSIFICATION	HOURLY RATE
	\$
Project Manager	\$
Site Manager/Response Coordinator/	\$
Supervisor	\$
Project Accountant	\$
Assistant Superintendent	\$
Technicians	\$

Senior Technicians	\$
Health and Safety Manager	\$
Corrective Action Project Manager	
Certified Industrial Hygienist	\$
Technical Consultants / Engineers	\$
Sr. Geologist/Hydrogeologist/Environmental Scientist	\$
Mid-level Geologist/Hydrogeologist/Environmental Scientist	\$
Jr. Geologist/Hydrogeologist/Environmental Scientist	\$
Word Processor	\$
	\$
	\$
	\$
	\$
	\$

2. Other Labor Provisions

- a. Standard Hours - All labor rates stated above are for the first 40 hours worked in a week, commencing on Monday and ending on Sunday, including holidays.
- b. Non-Standard Hours - The rates for labor performed by all classifications except the General Cleaning Laborer for all hours worked in a week over 40 hours, commencing on Monday and ending on Sunday, will be times the rates scheduled above.

EXHIBIT D: HUB SUBCONTRACTING PLAN

