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Status: Posted

Solicitation ID:720-1911

Solicitation Title:Spill Response Services

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Organization Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

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Solicitation Posting Date: 1/16/2019

Response Due Date:2/7/2019

Response Due Time: 2:30 PM

Solicitation Description: Spill Response Services

Class/Item Code: 99078-Security Services, Hazardous Waste Site

99079-Sanitizing And Disinfecting Services, Security, Fire, Safety And Emergency

Record Attachments

#	Name	Description
1	ESBD_File_152106_RFP 720-1911 Spill Response Services.docx	RFP document
2	ESBD_File_152106_APPENDIX TWO Spill Response sample agreement RFP720-1911.docx	APPENDIX TWO - sample agreement
3	ESBD_File_152106_APPPENDIX THREE RFP 720-1911 OPERATIONS PERSONNEL LABOR & EQUIPMENT AND MATERIAL RATES.xlsx	APPENDIX THREE - pricing
4	ESBD_File_152106_APPENDIX FOUR RFP 720-1911 UT SYSTEM BUILDING GARAGE LOCATION.pdf	APPENDIX FOUR - UT System Building parking map



Texas Comptroller of Public Accounts
Glenn Hegar

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POLICIES

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OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
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REQUEST FOR PROPOSAL

RFP No. 720-1911 Spill Response Services

Proposal Submittal Deadline: Thursday, February 7th, 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
Wednesday, January 16th, 2019

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: <u>INTRODUCTION</u>	1
SECTION 2: <u>NOTICE TO PROPOSER</u>	3
SECTION 3: <u>SUBMISSION OF PROPOSAL</u>	7
SECTION 4: <u>GENERAL TERMS AND CONDITIONS</u>	9
SECTION 5: <u>SPECIFICATIONS AND ADDITIONAL QUESTIONS</u>	10
SECTION 6: <u>PRICING AND DELIVERY SCHEDULE</u>	15

Attachments:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: SAMPLE AGREEMENT

APPENDIX THREE: OPERATIONS PERSONNEL LABOR & EQUIPMENT AND MATERIAL RATES

APPENDIX FOUR: UT SYSTEM BUILDING GARAGE LOCATION

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. And 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. And 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

UTS and its fourteen (14) institutions (the “**Institutions**”) operate in a highly competitive academic, research, and healthcare environment. Loss of critical functions, unplanned shutdowns, or delayed restoration of operations could have a significant adverse impact on UTS and its Institutions. If an initial spill and emergency response assessment reveals conditions that will require spill and emergency response efforts that are beyond UTS’s and the Institutions’ abilities, contractual agreements with qualified and experienced companies may be necessary. The Institutions, their locations and the individuals responsible for spill and emergency response

at each institution are listed in **EXHIBIT TWO (Agreement: see Appendix 1)** attached to this Request for Proposal for the Selection of Vendor to Provide Spill and Emergency Response Services for the Board of Regents of the University of Texas System No. **720-1911** (this "RFP") and incorporated for all purposes. 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.720-1911 (this “**RFP**”), from qualified vendors to provide Spill Response 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 Thursday, February 7th, 2019 (the “**Submittal Deadline**”).

2.2 University Contact Person

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

Darya Vienne
Email: dvienne@utsystem.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Monday, January 28th, 2019. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

- A. Company Profile, Experience and Business Reputation (10%);
- B. Financial Stability and Capabilities (10%);
- C. Regulatory Compliance History (15%);
- D. Pricing, Special Conditions, and Proposer’s exceptions to the terms and conditions set forth in APPENDIX TWO of this RFP (20%);

- E. Approach to Project, Subcontractors, Quality of Goods and Services and ability to provide requested services to all 14 Institutions (20%);
- F. General Competence, Expertise, and Experience (15%);
- G. Transporters, Facilities, Subcontractors to be used (10%).

2.4 Key Events Schedule

Issuance of RFP	January 16 th , 2019
Pre-Proposal Visit (ref. Section 2.6 of this RFP)	10 a.m. on Thursday, January 24 th , 2019
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	2:30 p.m. CST on Monday, January 28 th , 2019
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Thursday, February 7 th , 2019

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, 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%**.
- 2.5.3 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.

- 2.5.4 Proposer must submit, ***via email***, one (1) HSP in PDF format to University no later than Thursday, February 7th, 2019 at 2:30 p.m. CST (ref. **Section 3.2** of this RFP) to the email address below:

HSP Submittal Email: utadminHSP@utsystem.edu

Proposer must include the following information in the email submission:

Subject Line: *RFP 720-1911, Spill Response Services, Thursday, February 7th, 2019, HUB Subcontracting Plan*

Body: Proposer company name and the name and contact information of the person who prepared the 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 (HSP) / 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](#)”. **Please 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 contact the HUB Coordinator listed in 2.5.3.

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

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

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

obligation to provide University with the number of copies of its proposal as specified in Section 3.1 of this RFP.

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

2.6 Pre-Proposal Conference

University will hold a pre-proposal meeting at 10 a.m., Central Time on Thursday, January 24th, 2019, in Room 13.108 of UT System Complex Building (ref. APPENDIX FOUR). The pre-proposal meeting will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Parking pass for the pre-proposal meeting will be provided. Please contact Darya Vienne at dvienne@utsystem.edu to RSVP for this event.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

- A. Two (2) complete paper copies of its *entire* proposal.

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

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

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer’s name and RFP number. In addition, Proposer must submit one (1) complete electronic copy of the proposal on the same USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

3.2 Submission

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

The University of Texas System Administration
210 West 7th Street
Austin, Texas 78701-2982
Attn: Darya Vienne

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

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

3.3 Proposal Validity Period

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

3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP).
- 3.5.6 Signed and Completed Pricing Information (ref. **APPENDIX THREE**).
- 3.5.7 Signed and Completed HUB Subcontracting Plan (ref. **Section 2.5** of this RFP). To be submitted separately from the Proposal (see **Section 2.5.4** for detailed submittal instructions).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.2** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

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

Disclosure of Existing Agreement: University has existing spill response services agreements with Progressive Environmental Services, Inc. d/b/a SWS Environmental Services and SET Environmental, Inc. which are scheduled to expire August 31, 2019.

5.2 Additional Questions Specific to this RFP

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

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

5.3 Scope of Work

Contractor must assist UT System and UT Institutions, on an as needed basis, to provide spill and emergency response services and industrial services (the "**Covered Services**") in accordance with the requirements and specifications of this RFP, including without limitation the terms and conditions of the Agreement (ref. **APPENDIX TWO**).

A. Covered Services

1. Contractor must, at the request of any Institution, perform Covered Services. These services include but are not limited to: (1) mobilize and respond to work orders; (2) project management, (3) rapid in-field hazard identification and assessment of unknown substances or explosives at the incident location; (4) control, abate, contain, remove, decontaminate, neutralize, and remediate releases of oil, explosives, hazardous and other substances at the incident location; (5) establish effective and appropriate security and safety measures including but not limited to fencing and posting of signs; (6) maintain and use an effective incident command system; (7) package substances, transport and potentially dispose of substances at the sole discretion of the UTS representative; (8) collect samples, maintain chain of custody and categorize and analyze substances in the field or send samples to an accredited laboratory; (9) confined space rescue; (10) recovery and cleanup of site; (11) technical assistance or expert witness services; (12) emergency response industrial hygiene air monitoring and/or remote and personal air monitoring; (13) technical assistance and support for clean-up under the Texas Risk Reduction Program; (14) incident documentation; and (15) industrial services.

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 **Section 5.3.A.**
3. Contractor must provide general instructional services at no additional cost to the Institutions regarding spill and emergency response with respect to the Covered Services.
4. Contractor must, at Contractor's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of the Covered Services.

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 emergency services, each Institution Coordinator, or his / her designee, shall initiate an order by calling and notifying the Contractor's 24-hour emergency response number and identify the general scope, location and nature of services requested. Within one (1) hour of notice, Contractor must be fully mobilized and arrive at the incident location within (2) hours of notice. Contractor will make its best efforts to arrive before two (2) hours, if so requested by the UT representative based on nature of the spill. Therefore, the UT may set Maximum Response Times for Work Order assignments on a project-by-project basis. Safety permitting, Contractor must arrive at the site and begin delivery of services within the two (2) hours, or demonstrate good cause for its failure to do so. Also, UT at its sole discretion may extend the arrival time by one (1) hour.
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 must 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.

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 (10%)

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

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
 3. 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.
 6. Describe Proposer's reputation in the community.

Financial Stability and Capabilities (10%)

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

Regulatory Compliance History (15%)

11. Discuss Proposer's federal and state regulatory compliance history for the past five (5) years, including without limitation internal audits or reviews, inspection reports, notices of

violations, administrative actions, settlements and other similar reports, actions and documentation prepared by or for, or entered into with any regulatory agency.

12. 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 engage in hazardous and regulated waste management, transportation and disposal services within Texas.
13. Provide the results of audit reports performed over the last five (5) years.

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

14. Describe how the service will be delivered. Include a detailed listing and description of tasks and deliverables.
15. Provide a summary of the proposed approach to the project, 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.
16. Provide a description of how Proposer intends to provide the on-call services. Include discussion of staff availability, ability to respond to short lead-team request, proximity of critical staff to UT Institutions, and how multiple tasks will be managed and accountability and quality control maintained.
17. Detail on selection criteria Proposer used to identify and approve sub-contractors to support the scope of work for this RFP.
18. Detail on Proposer's safety record including but not limited to the organization's Total Case Rate (TCR), Days Away, Restricted, and Transfer (DART) case rate, and the Days Away From Work (DAFWII) case rate.
19. Provide details about Proposer's quality assurance program, including Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
20. Identify anticipated difficulties in serving UTS Institutions, and Proposer's plan to manage those difficulties, including any assistance Proposer will require from UTS Institutions.
21. 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 and Special Services and Benefits (15%)

22. 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.

23. 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.
24. 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.
25. Provide Proposer's Contingency plan or / and disaster recovery plan.

Transporters, Facilities, Sub-Contractors to be Used (10%)

26. Provide a list of Transporters and Facilities to be used by Proposer in providing the Covered Services.
27. Explain if the trucks to be used in providing Covered Services are owned, long-term leased or rented and whether dedicated cargo-beds are available in the transporter's regular course of business.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1911 Spill Response Services

Ladies and Gentlemen:

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

Note: a) Proposed pricing may include supplemental items on additional pages.
b) Pricing Section maximum score is 20%.

Use **APPENDIX THREE** to provide Operations Personnel Labor & Equipment and Material Rates (Sections 6.1.A and 6.1.B). Completed **APPENDIX THREE** is a part of Proposer's proposal and must be provided with the Proposal.

6.1.A 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** in **APPENDIX THREE** must be per person per hour.

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.

6.1.B EQUIPMENT AND MATERIALS

1. Equipment Rates: Contractor-Owned Equipment

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

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

2. Equipment Rented By Contractor

The rental rate for any items of equipment which the Contractor rents from third party vendors specifically for use in performing Covered Services shall be the Contractor's cost thereof plus _____ percent (____%).

6.2 Discounts

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

6.3 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

6.4 Payment Terms

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

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____ % _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing

at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: <u>GENERAL INFORMATION</u>	1
SECTION 2: <u>EXECUTION OF OFFER</u>	4
SECTION 3: <u>PROPOSER'S GENERAL QUESTIONNAIRE</u>	7
SECTION 4: <u>ADDENDA CHECKLIST</u>	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 Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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.: RFP # 720-1911 Spill Response Services

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

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

3.2 Approach to Project Services

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

3.3 General Requirements

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Spill Response Services

RFP No.: 720-1911

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

OPERATIONS PERSONNEL LABOR & EQUIPMENT AND MATERIAL RATES

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FOUR
UT SYSTEM BUILDING GARAGE LOCATION
(INCLUDED AS SEPARATE ATTACHMENT)



NON- EXCLUSIVE SPILL AND EMERGENCY RESPONSE AND INDUSTRIAL SERVICES AGREEMENT

This Non-Exclusive Spill and Emergency Response and Industrial Services Agreement ("Agreement") is made and entered into effective as of September 1, 2019 (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 spill and emergency response services ("Contractor"), Federal Tax Identification Number _____.

WHEREAS, UTS needs certain spill and emergency response services, as well as related industrial services;

WHEREAS, Contractor specializes in providing the services desired by UTS; and

WHEREAS, UTS wishes to purchase and Contractor agrees to provide the Covered Services (as hereinafter defined) subject to the terms and conditions of this Agreement.

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

1. DEFINITIONS.

Term:	Definition:
"BRC"	Bureau of Radiation Control
"Contract Coordinator"	the person designated by UTS in Appendix 1 to coordinate the communications between Contractor and UTS or that person's delegate.
"Contractor Coordinator"	the person designated by Contractor in Appendix 1 to coordinate the communications between Contractor and UTS or that person's delegate.
"Covered Services" or "Work"	refers to any and all spill and emergency response or industrial services including but are not limited to: (1) mobilize and respond to Work Orders, Requisitions, or other requests from or agreements with UTS or an Institution; (2) project management, (3) rapid in-field hazard identification and assessment of unknown substances or explosives at the incident location; (4) control, abate, contain, remove, decontaminate, neutralize, and remediate releases of oil, explosives, hazardous and other substances at the incident location; (5) establish effective and appropriate security and

	safety measures including but not limited to fencing and posting of signs; (6) maintain and use an effective incident command system; (7) package substances, transport and potentially dispose of substances at the sole discretion of the UTS representative; (8) collect samples, maintain chain of custody and categorize and analyze substances in the field or send samples to an accredited laboratory; (9) confined space rescue; (10) recovery and cleanup of site; (11) technical assistance or expert witness services; (12) emergency response industrial hygiene air monitoring and/or remote and personal air monitoring; (13) technical assistance and support for clean-up under the Texas Risk Reduction Program; and (14) incident documentation.
"DOT"	the United States Department of Transportation or any successor agency thereto.
"DSHS"	the Texas Department of State Health Services or any successor agency thereto.
"EPA"	the United States Environmental Protection Agency or any successor agency thereto.
"Institution"	any UTS institution requesting Covered Services from contracted vendor.
"Institution Coordinator"	the person designated by the Institution in Appendix 1 to coordinate communications between Contractor and the Institution, or that person's delegate.
"Mobilize within one hour"	that within one hour after notification and authorization for action from the UTS, the Contractor shall be enroute to the incident location with personnel, materials, and equipment necessary and sufficient to effectuate an adequate response or to commence and sustain a substantial portion of an adequate response. The adequacy of the response or substantial portion thereof shall be determined in the reasonable judgment of the UTS.
"OSHA"	Occupational Safety and Health Administration or any successor agency thereto.
"TCEQ"	Texas Commission on Environmental Quality or any successor agency thereto
"TSDF"	Treatment, Storage and/or Disposal Facility

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 **Appendix 2**, Scope of Work, attached and incorporated for all purposes, to the satisfaction of UTS and the Institutions and in accordance with the Contractor Rate Schedule ("**Schedule**") for the Work set forth in **Appendix 3**, Contractor Rate Schedule, attached and incorporated for all purposes. Time is of the essence in connection with this Agreement. UTS and the Institutions 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.

3. COVERED SERVICES.

- 3.1 **Covered Services.** Contractor shall provide to UTS and the Institutions the Covered Services more particularly described in **Appendix 2**. The Covered Services shall include all services fairly deemed included in, incidental to, or reasonably inferable from those Covered Services that are described in **Appendix 2**.
- 3.2 **Contractor’s Performance of Covered Services.** UTS is entering into this Agreement in reliance on Contractor’s special skills and expertise with respect to performing the Covered Services for UTS and the Institutions. Contractor agrees to use its best efforts, skill, judgment, and abilities in performing the Covered Services, and to cooperate with UTS and the Institutions in providing the Covered Services. Contractor acknowledges and agrees that the implementation of safe, alternative methods for the performance of Covered Services that would provide cost savings are important aspects of this Agreement. Contractor agrees to use all reasonable efforts, within the limits of Applicable Laws (defined in **Section 7.1** of this Agreement), to propose safe, alternative methods for the performance of Covered Services to reduce costs and liabilities to UTS and the Institutions.
- 3.3 **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.
- 3.4 **Facility Assessments.** At any time and from time to time upon reasonable notice to Contractor, Contractor shall provide UTS and Institution personnel access to all Facilities (defined in **Section 4.6**) listed in **Appendix 5**, UTS Approved Facilities (or TSDFs), for the purposes of performing an assessment of facilities used or to be used by Contractor in connection with performance of the Covered Services. Contractor shall reimburse UTS for all reasonable costs and expenses, including without limitation travel expenses, related to the performance of such assessments by two (2) UTS personnel to perform such an assessment at each of the Facilities used each year during the term of this Agreement.

4. TRANSPORTATION AND DISPOSAL OF SPILL OR EMERGENCY RESPONSE WASTE OR SAMPLE SUBSTANCES.

- 4.1 **Tagging and/or Labeling of Institution Property.** At the written request of UTS or an Institution, Contractor shall tag and/or label all UTS or Institution property placed under the care, custody and control of Contractor.
- 4.2 **Packaging Emergency or Spill Response Waste.** When requested, the 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 Institution Coordinator 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 Institution Coordinator 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. UT Institutional employees must sign all hazardous waste manifests as the generator. For a handling code indicated "other", Contractor must provide written documentation of the treatment/disposal method used.

- 4.3 **Chain of Custody.** Contractor shall prepare and provide to the Institution Coordinator a properly completed chain of custody or other shipping document prior to sending samples for analysis. The chain of custody must be typed, must include sample identification numbers, and signatures and printed names of "relinquished by" the sample collector and "received by" at laboratory.
- 4.4 **Pre-Proposal Requirements for Waste Disposal Shipments.** Contractor will contact the Institutional Coordinator (listed in **Appendix 1**) or designee to obtain direction on the method of transportation and disposal of hazardous waste expected to be generated by requested Covered Services. Contractor's proposal, quote or bid submitted to the Institution requesting Covered Services must reflect the transportation and disposal method provided by the Institutional Coordinator or their designee.
- 4.5 **Waste Disposal Shipment Requirements.** Contractor must coordinate with the Institutional Coordinator (listed in **Appendix 1**) or 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 Institutional Coordinator or designee. Any waste generated as a result of Covered Services by Contractor must be handled as directed by the Institutional Coordinator, or designee, from the campus where the waste is generated. No waste will be shipped off site without permission of the Institutions Coordinator or designee. All waste shipped off site shall have shipment documentation which includes the legibly printed name of the Institutional employee who signed the shipping documentation.
- 4.6 **UTS-Approved Transporters.** UTS may request Contractor to transport response waste or recyclable material derived from Covered Services performed under this Agreement itself or subcontract such transportation to a UTS-approved transporter listed in **Appendix 4**. UTS reserves the right to withdraw its approval of any transporter at any time by giving written notification to Contractor.
 - 4.6.1 **Dedicated Cargobeds.** Contractor and its subcontractors shall transport spill or emergency response hazardous wastes only in vehicles with cargo beds dedicated to hazardous waste shipments.
- 4.7 **UTS-Approved Facilities.** Contractor shall transport Institution spill response waste or recyclable material only to a treatment, storage and disposal facility ("Facility") that maintains adequate insurance, operates in compliance with all Applicable Laws, and has been pre-approved in writing by the Contract Coordinator or the Institution Coordinator for the Institution, in the sole discretion of the Contract Coordinator or the Institution Coordinator. UTS hereby approves those Facilities listed in **Appendix 5**, hereto no more than to-be-determined facilities. Upon request, Contractor shall provide to the Contract Coordinator or the Institution Coordinator copies of all information reasonably requested by the Contract Coordinator or the Institution Coordinator to confirm that any such facility is properly registered, permitted, or licensed (if required); maintains adequate insurance;

and operates in compliance with all Applicable Laws. UTS reserves the right to withdraw its approval of any Facility by giving written notification to Contractor. If Contractor becomes aware of any regulatory action, including without limitation an administrative action taken or pending, with respect to any facility or listed in **Appendix 5**, Contractor shall notify the Contract Coordinator and each Institution Coordinator immediately but no later than twenty-four (24) hours after becoming aware of such an occurrence.

- 4.7.1 In the event that UTS requests Contractor's assistance in meeting UTS's waste management obligations, Contractor as requested by UTS may (a) collect samples and perform analytical testing to assist UTS in the characterization of waste for the purpose of UTS's manifest; (b) identify a number of potential transporters and disposal facilities from which UTS may select in accomplishing the transportation and disposal of collected waste; (c) draft the technical provisions of contracts or purchase orders and prepare manifests implementing UTS's selection of a transporter and/or disposal facility for review and execution solely by UTS.
- 4.7.2 **Prohibited Disposal Methods.** Contractor shall not dispose of any spill or emergency response hazardous waste by deep-well injection or landfilling except with the prior written approval of the Contract Coordinator or the Institution Coordinator, in their sole discretion.
- 4.8 **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 for the Institution, which approval shall not be unreasonably withheld.
- 4.9 **Contractor's Employees Providing Covered Services.** 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 Institution Coordinator for the Institution, Contractor shall provide a description of the training received by, and the experience of, each of Contractor's employees providing Covered Services.
- 4.10 **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 Institutions may require relating to spill and emergency response services and industrial services, regardless of whether such services meet the present definition of "Covered Services." Such amendments may include, without limitation, add additional transporters or facilities to the lists set forth in **Appendices 4 and 5**, add new, related services, and add or change the method of performing Covered Services.

5. RATES.

Contractor's compensation for the performance of the Covered Services shall be based upon Contractor's rates as set out in **Appendix 3**. All rates shall remain unchanged for the full term of this Agreement, except as expressly provided in **Appendix 3**. There shall be no add-ons or other fluctuation in rates.

6. PERFORMANCE OF COVERED SERVICES.

- 6.1 **Performance of Covered Services on Request.** Contractor shall perform Covered Services upon the request of the Institution Coordinator or their delegate based upon a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis. The Contractor shall mobilize within one (1) hour and arrive at the incident site within two (2) hours of the initial request by the Institution Coordinator or their delegate, unless otherwise agreed to in writing by the Institution. Unless otherwise agreed to in writing by UTS or the Institution, if Contractor fails to arrive at the Institution with proper personnel and equipment for completion of the Covered Services, or to notify the Institution Coordinator of the Institution of a delay, within two (2) hours of the agreed upon time on the agreed upon date, then the amount payable under this Agreement for such Covered Services by UTS or the Institution shall be reduced by a five percent (5%) discount. Each failure (each 2-hour period) of Contractor to provide timely Covered Services shall result in such a discount; provided, however, that in no event shall the amount payable for any Covered Service be reduced more than twenty percent (20%). Requirements for Covered Services are more particularly described **Appendix 2**, Scope of Work.
- 6.1.1 UTS 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 authorization); b.) Written Work Order or other Institutional work authorization will follow within 60 hours.
- 6.1.2 Covered Services may be requested hereunder at any time twenty-four (24) hours per day. Contractor shall provide UTS and the Institutions with emergency contact telephone numbers to call in the event it is necessary to request Covered Services at a time other than Contractor's normal working hours. Each Work order or Work authorization issued hereunder shall contain a Scope of Work, which describes the Work to be performed and contains specifications for the performance of such Work.
- 6.1.3 Except as may be otherwise specifically limited in this Contract, the Contractor shall provide all Covered Services and the necessary personnel, materials, equipment, and facilities required to complete the tasks as described in the Scope of Work, requests, verbal Work Orders, written Work Orders and any verbal or written changes to any Work Orders.
- 6.1.4 It is agreed that time is of the essence in responding to emergency situations. The Contractor will make its best efforts to arrive within two hours or earlier, if so requested by the UTS or Institutional representative based on nature of the spill. Therefore, the UTS may set Maximum Response Times for Work Order assignments on a project-by-project basis. Safety permitting, the Contractor must arrive at the site and begin delivery of Covered Services within the two hours, or demonstrate good cause for its failure to do so. Also, UTS at its sole discretion may extend the arrival time by one hour. When UTS or an Institution is located within a 30-mile radius of a Contractor's Office, the Contractor will make its best efforts to arrive before one hour, if so requested by the UTS or Institutional representative based on the nature of the spill.
- 6.1.5 **Immediate Notice to UTS of Delay or Inability to Respond.** If the Contractor accepts the Work Order assignment and finds any circumstances, which may

prevent an immediate mobilization or will delay arrival at the site, Contractor shall notify the Institutional Coordinator within 30 minutes after the initial verbal Work order. The Institutional Coordinator will determine whether another entity will be requested to perform some or all of the necessary Covered Services.

- 6.1.6 Contractor must demonstrate and justify in writing to the UTS or an Institution not more than seven (7) days after UTS or that Institution issues a Work Order, Requisition, or other request for Contractor's performance of Work all good cause reasons for Contractor's refusal or inability to respond to such a Work Order, Requisition, 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**).
 - 6.1.7 Contractor shall remain prepared for rapid response at all times; however, the billable Covered Services of the Contractor are to commence upon issuance by the requesting Institution of a Work Order under this Agreement. The Covered 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 14**, Default and Termination.
- 6.2 Preparation for Planned Project Work. Contractor shall come prepared with all necessary equipment for the agreed scope of Work planned prior to the requested Work start date. Work hours used by Contractor to retrieve necessary equipment to complete the planned scope of Work or for crew down time will not be invoiced by Contractor.
- 6.3 Billable Hours. Hours invoiced by Contractor for Work will not include mobilization or hours in transit.
- 6.4 Work Vehicle Identification. All vehicles on site will have Contractor or sub-contractor logos or markings to identify the vehicle as a company vehicle.
- 6.5 Service Locations. Contractor shall perform Covered Services at locations designated by the Institution Coordinator of the Institution.
- 6.6 Notification:
- 6.6.1. Notification of Work to Institutional Coordinator.
 - 6.6.1.1. Contractor will provide the Institutional Coordinator copies of all quotes, bids, or proposals which for any Work performed at the Institutional Coordinator's main campus or off campus properties prior to commencement of such Work.
 - 6.6.1.2. Contractor shall notify the UTS Institutional Coordinator within 2 hours of commencing emergency Work at any UT Institution.
 - 6.6.2. Notification of Work to the Contract Coordinator.
 - 6.6.2.1 Contractor will provide the UTS Contract Coordinator copies of all quotes, bids, or proposals for any Work performed at any Institution within 5 days of commencing Work.
 - 6.6.2.2 Contractor shall notify the UTS Contract Coordinator within 24 hours of commencing emergency Work at any UT Institution.

- 6.7 Summary Reports. Contractor will provide a quarterly summary report detailing project cost totals (by project) to the UTS Contract Coordinator in a form prescribed by the UT Contract Coordinator.

7. COMPLIANCE WITH LAWS AND POLICIES.

- 7.1 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 shall be in compliance with all applicable registration, license, and permit requirements at all times.
- 7.2 Policies and Procedures. Contractor shall at all times comply with applicable policies and procedures promulgated by UTS and each Institution. In addition, Contractor shall at all times cause its employees, subcontractors and materialmen to observe and comply with all applicable policies and procedures promulgated by UTS and each Institution, including but not limited to smoking, radio, consideration for patients and their families, parking and security policies and procedures. UTS and each Institution shall provide Contractor with copies of all relevant policies and procedures applicable policies and procedures promulgated by each.

8. EQUIPMENT AVAILABILITY AND SAFETY.

- 8.1 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.
- 8.2 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.

9. CONTRACTOR QUALIFICATIONS.

- 9.1 Representations. Contractor represents and warrants that:

- 9.1.1 Contractor is a reputable firm regularly engaged in providing services such as the Covered Services. Contractor has experience with the performance of Covered Services in the categories described by UTS and the Institutions.
- 9.1.2 Contractor has and shall maintain in good standing all required governmental permits, licenses, registrations, and approvals necessary to provide the Covered Services. Contractor has the necessary experience, knowledge, abilities, skills, and resources to perform the Covered Services.
- 9.1.3 Contractor is aware of, is fully informed about, and is in full compliance with all Applicable Laws, including without limitation Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), the Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), the Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), the Omnibus Budget Reconciliation Provision, Section 952, Fair

Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, the Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and the Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all other applicable laws, regulations and executive orders.

- 9.1.4 Contractor understands the conditions under which it will be required to operate.
- 9.1.5 Contractor will not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement without the prior written approval of the Contract Coordinator or the Institution Coordinator for the Institutions 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 9.1 and 9.2 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.
- 9.1.6 Contractor will at all times maintain an adequate staff of experienced and qualified employees to ensure the efficient performance of the Covered Services and its other obligations under this Agreement. Each phase of Work performed by the Contractor shall be under the direction of a project manager employed by the Contractor who has expertise in the managing Covered Services. All personnel directly involved with the performance of Covered Services shall be trained regarding the use of safety equipment, protective equipment, and respirators (if applicable), and have demonstrated current completion of 40 hour HAZWOPER training and have at least six (6) months of field experience. 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 the Institution Coordinator of the Institution, which consent can be withheld for any or no reason. The Institution Coordinator of the Institution may restrict in any manner he or she deems appropriate the activities of any trainee on the premises of the Institution. Trainees shall be under the supervision of an individual experienced in the performance of Covered Services and training shall be completed at the expense of Contractor.

9.2 Documentation. Contractor has submitted and from time to time upon UTS's request will submit to the Contract Coordinator the following materials, which Contractor represents are current, complete, and accurate:

- 9.2.1 References of five (5) clients of Contractor with similar operations including client name, current contact name, current address, and current telephone number for each;
- 9.2.2 Copies of all applicable federal, state, and local licenses and any other licenses, registrations or certifications from any governmental entity with jurisdiction, allowing Contractor to perform any Covered Service. If Contractor should lose any applicable license or authorization, be prohibited from performing any Covered Service, be prohibited from performing any Covered Service, or receive notice from a regulatory agency of a violation or a change in Contractor's compliance status,

Contractor shall promptly notify the Contract Coordinator and each Institution Coordinator. Prompt notice shall mean (a) immediate telephone notification upon Contractor's receipt of such information to Contract Coordinator and each Institution Coordinator and (b) delivery of written notification to Contract Coordinator and each Institution Coordinator within forty-eight (48) hours of Contractor's receipt of such information.

- 9.2.3 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 reserves the right to review, directly or through its agents, Contractor's records, facilities, work and regulatory history, and other relevant information at any time during the term of this Agreement.
- 9.2.4 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.

10. CONTRACTOR'S OBLIGATIONS.

- 10.1 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.
- 10.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest 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 of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 10.3 Contractor will call to UTS and Institution's attention in writing all information in any materials supplied to Contractor (by UTS and Institution or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 10.4 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 and Institution nor will Contractor be released from any liability by reason of any approval by UTS and Institution, it being agreed that UTS and Institution at all times is relying upon Contractor's skill and knowledge in performing the Work.

- 10.1 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 UTS and 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 UTS and Institution may have at law or in equity.
- 10.2 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 this Agreement 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 UTS and Institution.
- 10.3 Contractor represents and warrants that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate 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; or (ii) it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder. Contractor represents and warrants that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 10.4 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:
 - 10.8.1 result in the violation of any provision:
 - 10.8.1.1 if a corporation, of Contractor's articles of incorporation or by-laws,
 - 10.8.1.2 if a limited liability company, of its articles of organization or regulations, or
 - 10.8.1.3 if a partnership, of any partnership agreement by which Contractor is bound;
 - 10.8.2 result in the violation of any provision of any agreement by which Contractor is bound; or
 - 10.8.3 to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.
- 10.5 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.

- 10.6 Premises Rules. 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 and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

11. INVOICING AND PAYMENT.

- 11.1 Submission of Invoices. Unless otherwise agreed to in writing by the UTS and the Institution Coordinator, Contractor shall submit to the UTS and the Institution Coordinator, on at least a monthly basis, invoices for Covered Services provided to that Institution. Contractor may submit invoices to the Institution Coordinator by fax or email, if subsequently confirmed by first-class mail.
- 11.2 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.
- 11.3 Purchase Order/Release Number and Supporting Documentation. Invoices shall, among other things, (1) set forth a description of the Covered Services performed, (2) reference the Institution's purchase order/release number (if applicable), and (3) be accompanied by a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor, (4) list UT Institution project manager, (5) be accompanied by a properly completed, signed and legible shipping manifest signed by a duly authorized representative of the TSD Facility (when applicable), (6) be accompanied by daily resource reports detailing personnel and equipment costs for each day of every incident as approved to form by UTS, and (7) all documentation, other information, certificates, and attachments required by UTS or the Institution.
- 11.4 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; and (c) other reasonable action.
- 11.5 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.
- 11.6 Payments Due. UTS or an Institution receiving Covered Services shall review each invoice and may make such exceptions as UTS or the Institution deems reasonably necessary or appropriate. UTS or an Institution will pay Contractor for Covered Services in accordance with [Chapter 2251, Texas Government Code](#). UTS and the Institution shall notify Contractor in writing of any such exceptions or disputed amounts, including a full description of the reason for the exception. So long as Contractor has provided UTS and the Institution 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.

- 11.7 **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.

No payment made by UTS or an 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.

- 11.8 **Deficient Work.** If, in the opinion of the Contract Coordinator, any of the Covered Services 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 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 in accordance with Contract Coordinator's written instructions, and (2) the Institution shall be relieved of all responsibility to pay for Covered Services that are unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws or of this Agreement.

- 11.9 **Verification.** 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; and (c) other reasonable action.

- 11.10 **Section 51.012, Texas Education Code,** authorizes UTS and the Institutions to make payments through electronic funds transfer methods. Contractor agrees to accept payments from UTS and the Institutions through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to UTS and the Institutions in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, UTS or an Institution will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to UTS in accordance with **Section 18.14** in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.

- 11.11 **(Include if UTS and the Institutions are entitled to a prompt payment discount.):** Notwithstanding any other provision of this Agreement, UTS and the Institutions are entitled to a discount of % (**Prompt Payment Discount**) off of each payment that UTS or an Institution submit within days after UTS or an Institution receives Contractor's invoice for that payment.

12. CONTRACT TERMS AND EXTENSIONS.

The term ("Initial Term") of this Agreement will begin on the Effective Date and expire on , 20 . UTS will have the option to renew this Agreement for two (2) additional one (1) year terms (each a "Renewal Term"). The Initial Term and each Renewal Term are collectively referred to as the "Term").

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 the Work (collectively, "**Work Material**"), whether or not accepted or rejected by UTS or 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 or 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 Institutions 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, Requisition, or other request or agreement entered into under this Agreement ("**default**"), the other party may terminate this Agreement upon fifteen (15) 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 fifteen-day period.
- 14.2 UTS may, without cause, terminate this Agreement and all Work Orders, Requisitions, 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 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 the Institution's curative actions.

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 THE UNIVERSITY OF TEXAS SYSTEM, 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 INSTITUTIONS AGREES 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 the Institutions. 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 the Institution receiving Covered Services.

- 17.1.2 Commercial General Liability Insurance with limits of not less than:

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

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 \$5,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached as required or allowed by applicable state laws and if allowed by state law, the Motor Carrier Act endorsement (MCS 90) shall be added.

- 17.1.4 Umbrella/Excess Liability Insurance (if limits of \$5,000,000 are not met in primary insurance contracts) with limits of not less than \$4,000,000 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.

- 17.1.5 Pollution Legal Liability with limits of not less than:

\$10,000,000 per occurrence
\$10,000,000 aggregate

17.1.6 Exclusive Pollution Legal Liability limits of not less than \$5,000,000 per occurrence, \$10,000,000 annual aggregate (Sudden Accidental Occurrence and Non-Sudden Occurrence (coverage shall be exclusive to UTS and its Institutions) Pollution policy must cover all services (coverage exclusive to UTS included in the "Covered Services" as Institutions) outlined in this Agreement. Exclusive Pollution Legal Liability limits required above shall be endorsed to the policy and attached to the required certificate of insurance.

17.1 Contractor will deliver to UTS:

17.2.1 After the execution and delivery of this Agreement and prior to the performance of any Work by Contractor, evidence of insurance on a Texas Department of Insurance (TDI) approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then prior to the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies.

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 Institutions" as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

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 Institutions. 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 following UTS Contract Coordinator:

Michelle Bost
The University of Texas System
210 West 7th Street
Austin, TX 78701

Facsimile Number: 512-499-4524
Email Address: mbost@utsystem.edu

17.2 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by Institution or the UTS. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by UTS in writing.

18. MISCELLANEOUS.

- 18.1 Assignment and Subcontracting. Except as specifically provided in [**Appendix 6**](#), 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 the 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 and acknowledges that this Agreement 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 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 or the Institutions of their duties and obligations under this Agreement or any Work Order, Requisition, or other agreement entered into hereunder 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 Institution will issue written notice to Contractor and UTS may terminate this Agreement 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 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. All Exhibits are attached to this Agreement and incorporated for all purposes.
- 18.7 Force Majeure. No party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that UTS or the Institutions 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 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. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement 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 will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 18.11 Confidentiality and Safeguarding of University Records; Press Releases; Public Information. Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). However, it is expressly agreed that University 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. Additional mandatory confidentiality and security compliance

requirements with respect to University Records subject to the Health Insurance Portability and Accountability Act and [45 CFR Part 160](#) and [subparts A and E of Part 164](#) (collectively **HIPAA**) are addressed in **Section 12.26**. 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 University 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 and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University 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 University's 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 University, Contractor agrees to provide University 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 the Institutions within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide UTS and the Institutions with all information requested by UTS or the 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 or the Institutions will be (1) returned to UTS or 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 this Agreement, Contractor will not make any press releases, public statements, or advertisement referring to the Agreement or the engagement of Contractor as an independent contractor of UTS or the Institutions in connection with this Agreement, or release any information relative to this 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 any Institution, 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 pertaining to the Agreement and payments will be available to UTS and the Institutions or their authorized representatives during business hours and will be retained for four (4) years after final Payment or abandonment of this 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 Institutions: See APPENDIX 1 for the Institutional Coordinators contact information

If to Contractor: _____

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 pursuant to Section 2251.054, Texas Government Code, then Contractor will send that notice to 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 will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

18.16 **State Auditor's Office**. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds (§§[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, REQUISITION, OR OTHER REQUEST OR AGREEMENT FOR WORK UNDER THIS AGREEMENT. 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.

Contractor will receive no financial compensation for delay or hindrance to the Work if caused by the Contractor. In no event will UTS or any Institution be liable to Contractor or its employees, agents, representatives or subcontractors, for any damages arising out of or associated with any delay or hindrance to the Work, except to the extent the source of the delay or hindrance, including a force majeure occurrence, arises out of, or is due, in whole or in part, to the negligence, breach of contract or other fault of UTS or an Institution. Contractor's sole remedy from UTS or an Institution for any such delay or hindrance to the Work will be an extension of time.

To the extent authorized by the laws and Constitution of the State of Texas, in any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, no party will be entitled to recover attorneys' fees, costs or other related expenses from the other parties.

18.18 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 11.4, 15, 18.5, 18.9, 18.10, 18.11, 18.13, 18.16, 18.17, 18.19 and 18.21.**

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 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.

- 18.1.1.2 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 UTS or an Institution.
- 18.1.1.3 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 of any Work Order, Requisition, or other request or agreement for Work 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 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 14**. 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.
- 18.21 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, 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.

- 18.22 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand UTS' Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, UTS' Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause UTS or any Institution employees to violate UTS' Conflicts of Interest Policy, provisions described by UTS' 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.
- 18.23 Enforcement. Contractor agrees and acknowledges that UTS is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor's performance of the Work provides a peculiar value to UTS and the Institutions. UTS and the Institutions cannot be reasonably or adequately compensated in damages for the loss of Contractor's Work. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause UTS and the Institutions irreparable injury and damage. Contractor, therefore, expressly agrees that UTS and the Institutions will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 18.24 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. **Appendix 6**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UTS in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity (collectively, **SPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If UTS determines that Contractor has failed to subcontract as set out in the HSP, UTS 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 determines that Contractor failed to implement the HSP in good faith, UTS, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC [§§20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#). UTS may also revoke this Agreement for breach and make a claim against Contractor.

- 18.24.1. **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.
- 18.24.2. **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](#).
- 18.25 **Contractor Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) 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.
- 18.26 **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.
- 18.27 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Work under this Agreement. Prior to commencing Work under this Agreement or any Work Order, Requisitions, or other request issued or agreement entered into hereunder, 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, 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:

By: _____
Name: _____
Title: _____

Date: _____

UTS:

THE UNIVERSITY OF TEXAS SYSTEM

Name: _____
Title: _____

Date: _____

Attached:

APPENDIX 1 – Names and Addresses of Contractor, UTS and Institutional Coordinators

APPENDIX 2 – Scope of Work

APPENDIX 3 – Contractor’s Rate Schedule

APPENDIX 4 – UTS Approved Transporters

APPENDIX 5 – UTS Approved TSDFs

APPENDIX 6 – HUB Subcontracting Plan

APPENDIX 1:

**NAMES & ADDRESSES OF CONTRACTOR, UTS AND
INSTITUTION COORDINATORS**

CONTRACTOR COORDINATOR:

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

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

INSTITUTION COORDINATORS:

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

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

Mr. Michael Charlton, DrPH
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

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

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

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

APPENDIX 2:
SCOPE OF WORK

APPENDIX 3:
CONTRACTOR'S RATE SCHEDULE

A. LABOR

B. EQUIPMENT AND MATERIALS

APPENDIX 4:
UTS-APPROVED TRANSPORTERS

APPENDIX 5:
UTS APPROVED FACILITIES

APPENDIX 6:
HUB SUBCONTRACTING PLAN

Labor Classification	Emergency Hourly Rates	Planned Project Hourly Rates
Project/Operations Manager	\$	\$
Site Manager/Response Coordinator/	\$	\$
Supervisor	\$	\$
Project Accountant	\$	\$
Response Foreman/Superintendent	\$	\$
Assistant Superintendent	\$	\$
Technicians	\$	\$
Senior Technicians	\$	\$
Site Health and Safety Officer	\$	\$
Health and Safety Manager	\$	\$
Certified Industrial Hygienist	\$	\$
Industrial Hygienist or Technician	\$	\$
Technical Consultants / Engineers	\$	\$
Geologist	\$	\$
Hydrogeologist	\$	\$
Archeologist	\$	\$
Biologist	\$	\$
Chemist	\$	\$
Resource Manager/Coordinator	\$	\$
Clerical	\$	\$
Explosives Expert/Technician	\$	\$
Security Guard	\$	\$
Transportation/Disposal Coordinator	\$	\$
EMT/Paramedics	\$	\$
Mechanic	\$	\$
Rescue Supervisor	\$	\$
Operators, Heavy Equipment	\$	\$
Operators, Other Equipment	\$	\$

Response Vehicles	Emergency	
	Hourly Rate	Weekly Rate
Super Sucker, 80 bbl Capacity	\$	\$
Cyclone Unit	\$	\$
Vacuum Truck, 80 bbl Capacity	\$	\$
Vacuum Truck, 130 bbl Capacity	\$	\$
Vacuum Truck, Liquid Ring	\$	\$
Roll-Off Truck (specify capacity)	\$	\$
Meyers Unit, Truck Mounted	\$	\$
Mini Roll-Off Unit	\$	\$
Meyers Unit, Trailer Mounted	\$	\$
ATV, 4-Wheel	\$	\$
ATV Utility Trailer	\$	\$
Automobile	\$	\$
Backhoe (specify size)	\$	\$
Dozer (specify size)	\$	\$
Crane (specify size)	\$	\$
Dump Truck, 6 Cyd	\$	\$
Dump Truck, 12 Cyd	\$	\$
Truck, with cherry picker	\$	\$
Front-end Loader (specify size)	\$	\$
BobCat	\$	\$
Any Other Heavy Duty Equipment for Response	\$	\$
Crew-cab Tractor, Haz-Mat Equip. w/ 2" pump and compressor	\$	\$
Tractor-Trailer	\$	\$
Pick-up Truck, 1 ton or smaller	\$	\$
Pick-up Truck, stake bed, 1 ton	\$	\$
Pick-up Truck, stake bed, 2 ton	\$	\$
Pick-up Truck, 2 wheel drive	\$	\$
Pick-up Truck, 1 ton, with liftgate	\$	\$
Pick-up Truck, 1 ton, 4x4	\$	\$
Skid-Steer Loader	\$	\$
Boom, 20 foot	\$	\$
Trailer, Boom, 32 foot	\$	\$
Trailer, Response, Gooseneck, 32'	\$	\$
Trailer, Stainless Steel Tanker 130 bbl + Washout	\$	\$
Trailer, Utility, 8-14'	\$	\$
Trailer, 20'	\$	\$
Trailer, 32'	\$	\$
List Any Other Vehicles Here:	\$	\$

<i>Communications</i>	<i>Emergency Project Weekly Unit Rate</i>	<i>Planned Project Weekly Unit Rate</i>
Cellular Telephone (each)	\$	\$
Computer, Laptop/Desktop w/ Printer	\$	\$
Fax Machine	\$	\$
GPS, Hand Held	\$	\$
ICOM Aircraft Radio, Hand Held	\$	\$
Mobile Command & Control Trailer + Fuel	\$	\$
Radio Portable	\$	\$
VHF Marine Radio, Hand Held	\$	\$
VHF Mobile Radio Marine Radio w/ 8' Antenna	\$	\$
Any Other Communication Equipment for Response	\$	\$
Other (please list)	\$	\$

<i>Marine</i>	<i>Emergency Daily Rate</i>	<i>Emergency Weekly Rate</i>	<i>Planned Proj. Daily Rate</i>
Airboat	\$	\$	\$
Deck Barge, (specify boat and engine size)	\$	\$	\$
Boat, w/o motor (specify size)	\$	\$	\$
Boat, w/ motor (specify boat and engine size)	\$	\$	\$
Skimmer	\$	\$	\$
Fast Response Boat, 17' to 23'	\$	\$	\$
Work Boat, 24', 150 hp Twin Engine	\$	\$	\$
Any Other Marine Equipment for Response	\$	\$	\$

Miscellaneous	Emergency Daily Rate	Emergency Weekly Rate	Planned Proj. Daily Rate
Back-Pack Blower	\$	\$	\$
Betz Emergency Off-Loading Valve	\$	\$	\$
Camera, Digital	\$	\$	\$
Photo-Processing, Digital Camera, Each Frame	\$	\$	\$
Camera, Video, Event Recording	\$	\$	\$
Cargo Lights	\$	\$	\$
Chain Saw	\$	\$	\$
Compressor, Corken, 2"	\$	\$	\$
Compressor, Hydraulic, 2"	\$	\$	\$
Confined Space Rescue Equipment	\$	\$	\$
Coppus Blower	\$	\$	\$
Decontamination Kit (Personnel, Pool, Brush, Bucket, Soap)	\$	\$	\$
Drum Crusher	\$	\$	\$
Drum Dolly	\$	\$	\$
Drum Grabber	\$	\$	\$
Drum Gripper, Forklift	\$	\$	\$
Drum Pump, Poly	\$	\$	\$
Drum Sling	\$	\$	\$
Generator w/ work lights	\$	\$	\$
Generators, (specify sizes)	\$	\$	\$
Hand Tools (Pitch Fork, Rake, Shovel, Squeegee, etc.)	\$	\$	\$
Power Pack, Hydraulic, 50 hp or less	\$	\$	\$
Pressure Washer, 3,000 psi or less	\$	\$	\$
Railcar Transfer Equipment	\$	\$	\$
Saw, Air Powered	\$	\$	\$
Saw, Portable	\$	\$	\$
Scare Cannon plus Fuel	\$	\$	\$
Sewer Plug	\$	\$	\$
Sprayer, Pump, Hand-Held	\$	\$	\$
Stainless Steel Stinger, 2"	\$	\$	\$
Steam Cleaner (3,000 psi or less)	\$	\$	\$
Vacuum Cleaner, Wet/Dry	\$	\$	\$
Vapor Lights, High Intensity	\$	\$	\$
Weed Eater	\$	\$	\$
Wheelbarrow	\$	\$	\$
Hose, ADS, 6" (Foot)	\$	\$	\$
Hose, Chemical Resistant, 3" x 20'	\$	\$	\$
Hose, Air, 1" X 50' section	\$	\$	\$

Hose, Stainless Steel, Teflon Lined, 1 ½" x 20'	\$	\$	\$
Hose, Chemical Resistant, 2" x 20'	\$	\$	\$
Hose, Chemical Resistant, 3" x 20'	\$	\$	\$
Hose, Chemical Resistant, 4" x 20'	\$	\$	\$
Hose, Chemical Resistant, Hard Gum Rubber, 6" x 25'	\$	\$	\$
Hose, Fire, 50' section	\$	\$	\$
Hose, Metal, Flex 6" x 25'	\$	\$	\$
Hose, Solid Metal, Joint Pipe, 6" x 12'	\$	\$	\$
Hose, Suction/Discharge, 2" x 50'	\$	\$	\$
Hose, Suction/Discharge, 3" x 20'	\$	\$	\$
Hose, Any Other Hose for Response	\$	\$	\$

Monitoring	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate
Combustible Gas Indicator	\$	\$	\$
Combustible Gas/Oxygen Meter	\$	\$	\$
4-Gas Meters	\$	\$	\$
5-Gas Meters	\$	\$	\$
AIMS Meter	\$	\$	\$
Anemometer / Mass Air Sensor	\$	\$	\$
Audio/Noise Dosimeter	\$	\$	\$
Black Light, Mercury Detection	\$	\$	\$
Crowcon Monitor, 5 gas	\$	\$	\$
Drager CMS Unit	\$	\$	\$
Jerome Meter	\$	\$	\$
Infrared Sensor	\$	\$	\$
Liquid Phase Interface Probe	\$	\$	\$
Mercury Vapor Analyzer	\$	\$	\$
Sample Containers, Glass, Teflon Lids	\$	\$	\$
X-Ray Fluorescence	\$	\$	\$
Organic Vapor Analyzer	\$	\$	\$
pH Meter	\$	\$	\$
Photoionization Detector (PID)	\$	\$	\$
Radiation Survey Meter	\$	\$	\$
Soil Vapor Probe	\$	\$	\$
Portable Heat Stress Monitor	\$	\$	\$
3M 3500 Passive VOC Monitoring Badges	\$	\$	\$
25mm Particulate Sampling Cassette	\$	\$	\$
37mm Three Piece HEPA Particulate Sampling Cassette	\$	\$	\$
Chemsticks	\$	\$	\$
Coconut Charcoal VOC Sampling Tubes	\$	\$	\$
Drager Pump	\$	\$	\$
FID Detector, Handheld	\$	\$	\$
Field Data Logger	\$	\$	\$
Flash Point Analyzer, SETA Flash	\$	\$	\$
Flow Meter	\$	\$	\$
GC / MS Carrier Gas	\$	\$	\$
GC / MS Internal Gas Standard	\$	\$	\$
Head Space 40 ml Teflon Septa Vials	\$	\$	\$
Intrinsically Safe Thermometer	\$	\$	\$
Sensodyne Pump	\$	\$	\$
Pentane Calibration Gas * One (1) Calibration	\$	\$	\$

Quad Gas Calibration Gas * One (1) Calibration	\$	\$	\$
Tedlar Bag w/ Stainless Fittings * 1 liter	\$	\$	\$
Tedlar Bag w/ Stainless Fittings * 5 liter	\$	\$	\$
Drager Tubes	\$	\$	\$
Any Other In-Field/Portable Monitoring Equipment for Response	\$	\$	\$
Any Other Monitoring Equipment for Response	\$	\$	\$

\$ \$ \$ \$ \$ \$

Personal Protective Equipment	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate
Bunker Gear (Pants, Coat, Gloves, Helmet, Boots)	\$	\$	\$
Chest Waders	\$	\$	\$
Cool Vest	\$	\$	\$
Coveralls, Poly-Coated Tyvek Hood and Boots	\$	\$	\$
Coveralls, Saranex	\$	\$	\$
Coveralls, Tyvek	\$	\$	\$
Harness, Safety, w/ lanyard	\$	\$	\$
Level A, (Airline)	\$	\$	\$
Level A, (SCBA)	\$	\$	\$
Level B, (Airline)	\$	\$	\$
Level B, (SCBA)	\$	\$	\$
Level C, Hood, Boot, Splash Guard (CPF 3), Each	\$	\$	\$
Level C, Hood, Boot (CPF 3), Each	\$	\$	\$
Level C, Hood, Boot (CPF 2), Each	\$	\$	\$
Level C, Hood, Boot (CPF 1), Each	\$	\$	\$
Fire Repel Protective Suit	\$	\$	\$
Slicker Suit, Rain	\$	\$	\$
Portable Decon Shower	\$	\$	\$
Portable Eye Wash Station	\$	\$	\$
Decon Basin	\$	\$	\$
PPE Accessories (SCBA, etc)	\$	\$	\$
Apron, Tyvek	\$	\$	\$
Boot, Chemical, NFPA Approved, Pair	\$	\$	\$
Boot, Rubber, Steel-toe, Pair	\$	\$	\$
Booties, Latex, Pair	\$	\$	\$
Tyvek Booties	\$	\$	\$
Glove, Latex, Sample, Pair	\$	\$	\$
Glove, Leather, Pair	\$	\$	\$
Glove, Neoprene, Pair	\$	\$	\$
Glove, NEOX, Pair	\$	\$	\$
Glove, Nitrile, Pair	\$	\$	\$
Glove, Petroflex, Pair	\$	\$	\$
Glove, Black Knight, Pair	\$	\$	\$
Glove, Silver Shield, Pair	\$	\$	\$
Glove Liner, Cotton, Pair	\$	\$	\$
Any Other PPE for Response	\$	\$	\$
Any Other PPE for Response	\$	\$	\$

<i>Respiratory Protection</i>	<i>Emergency Unit Rate</i>	<i>Emergency Bulk Rate</i>	<i>Planned Proj. Unit Rate</i>
Respirator Cartridge, HEPA	\$	\$	\$
Respirator Cartridge, HEPA/OV/AG, Pair	\$	\$	\$
Respirator Cartridge, Mercury Vapor	\$	\$	\$
GMC-H Vapor/Chlorine/Asbestos/Rad.	\$	\$	\$
Air Regulator	\$	\$	\$
Breathing Air Cylinder	\$	\$	\$
Escape Mask	\$	\$	\$
Escape Pack	\$	\$	\$
Vacuum Cleaner, Mercury, HEPA	\$	\$	\$
Full-Face Respirator	\$	\$	\$
Organic Mask (Half-Face Disposable Mask)	\$	\$	\$
Self-Contained Breathing Apparatus (SCBA)	\$	\$	\$
Half-Face Respirator	\$	\$	\$
Any Other Respiratory Protection for Response	\$	\$	\$

<i>Pumps</i>	<i>Emergency Daily Rate</i>	<i>Emergency Weekly Rate</i>	<i>Planned Proj. Daily Rate</i>
Pump, 2" Air Diaphragm	\$	\$	\$
Pump, 2" Grundfos	\$	\$	\$
Pump, 2" Diesel	\$	\$	\$
Pump, 2" Roper	\$	\$	\$
Pump, 2" Stainless Steel Air Diaphragm	\$	\$	\$
Pump, 2" Acme Mdl 39-G4 Floating Wash Pump	\$	\$	\$
Pump, 1"	\$	\$	\$
Pump, 1" Drum Transfer (Explosion Proof)	\$	\$	\$
Pump, 2"	\$	\$	\$
Pump, 2" Hydraulic	\$	\$	\$
Pump, 2" Wash	\$	\$	\$
Pump, 3" Diaphragm	\$	\$	\$
Pump, 3' Diesel	\$	\$	\$
Rebuild Kit, Diaphragm Pump	\$	\$	\$
Any Other Pumps for Response	\$	\$	\$

<i>Sampling and Testing</i>	<i>Emergency Unit Rate</i>	<i>Emergency Bulk Rate</i>
Coliwasa Tube	\$	\$
Drum Thief Sampling Tubes	\$	\$
Field HAZ-CAT	\$	\$
Head Space Analyzer for GC / MS	\$	\$
Hydrocarbon Test Kit	\$	\$
Mercury Test Kit	\$	\$
PCB Wipe Test Kit	\$	\$
Personnel Sampling Pump	\$	\$
Pipettes, Glass	\$	\$
pH Paper (Roll or Box)	\$	\$
Portable Gas Chromatograph / Mass Spectrometer w/ computer	\$	\$
Sample Bomb	\$	\$
Sample Containers, Glass, Teflon Lids	\$	\$
Sample Containers, Glass, Teflon Lids	\$	\$
Sample Containers, Polyethylene	\$	\$
Sample Containers, Polypropylene	\$	\$
Sample Containers, Fluorocarbon Resins, PTFE, FEP, Teflon, etc.	\$	\$
Sample Containers, Standard VOA	\$	\$
Soil Sampling Kit	\$	\$
Sludge Sampling Kit	\$	\$
Drum Sampling Kit	\$	\$
Surfacial Soils Sampling Kit	\$	\$
Subsurface Soil Sampling Kit	\$	\$
Split Spoon Sampler Kit	\$	\$
Air Sampling Kit	\$	\$
Wipe Sample Kit	\$	\$
Soil Sampling Kit	\$	\$
Bacterial, Fungal and Viral Agent Sampling Kits	\$	\$
Any Other Sampling and Testing Equipment for Response	\$	\$

Skimmers	<i>Emergency Daily Rate</i>	<i>Emergency Weekly Rate</i>
Oil Skimmer, w/ Power Pack	\$	\$
Drum Skimmer, 70 gpm	\$	\$
Drum Skimmer, 20 gpm	\$	\$
Mop Wringer, CSC Mdl 41 with Mop	\$	\$
Skimmer, Gasoline Powered	\$	\$
Skimmer, Acme Mdl 39-T, Vacuum / or Douglas Engineering Skim Pak	\$	\$
Skimmer, Desmi	\$	\$
Skimmer, Marco, Harbor 28	\$	\$
Skimmer, Marco, Sidewinder 14"	\$	\$
Any other Skimmer for Response	\$	\$

Storage	<i>Emergency Daily Rate</i>	<i>Emergency Weekly Rate</i>
Roll-Off Box, Open Top	\$	\$
Roll-Off Box, Roll Top	\$	\$
Roll-Off Box, Vacuum Box	\$	\$
Storage Tank, Poly 500 gal. capacity	\$	\$
Tarp, Roll-Off Box	\$	\$
Any Other Storage Item for Response	\$	\$

Chemicals	Emergency Unit Rate	Emergency Bulk Rate
Acetic Acid, Glacial, 5 gl pail	\$	\$
Boric Acid, 5%, 50 lb bag	\$	\$
Caustic Soda, Pearls, 50 lb bag	\$	\$
Oil Spill Dispersant, 5 gl pail (Specify Type)	\$	\$
Oil Spill Dispersant, 55 gal drum (Specify Type)	\$	\$
Oil Spill Dispersant, 5 gl pail (Specify Type)	\$	\$
Oil Spill Dispersant, 55 gal drum (Specify Type)	\$	\$
Oil Spill Bleach Cleaner, 5 gl pail (Specify Type)	\$	\$
Oil Spill Bleach Cleaner, 55 gal drum (Specify Type)	\$	\$
Citric Acid	\$	\$
Degreaser/Solvent, 1 gl	\$	\$
Environmental Benign Fire Fighting Foam	\$	\$
Isopropanol	\$	\$
Lime	\$	\$
Magnesium Oxide, 50 lb bag	\$	\$
Micro-Blaze, Emergency Liquid Spill Control, 1 gl bottle	\$	\$
Micro-Blaze Out, Firefighting Agent, 5 gl pail	\$	\$
Soda Ash, Dense, 50 lb bag	\$	\$
Sodium Bicarbonate, 50 lb bag	\$	\$
Sodium Hypochlorite, Liquid	\$	\$
Star Power Cleaner, 1 gl bottle	\$	\$
Sulfuric Acid, Technical Grade	\$	\$
Vermiculite	\$	\$
Any Other Chemical for Response	\$	\$

Haz-Mat	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate
Cylinder Refill, Nitrogen	\$	\$	\$
Chlorine Emergency Kit 'A'	\$	\$	\$
Chlorine Emergency Kit 'B'	\$	\$	\$
Chlorine Emergency Kit 'C'	\$	\$	\$
Any Other Haz-Mat for Response	\$	\$	\$

Miscellaneous	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate
Diesel Fuel	\$	\$	\$
Gasoline	\$	\$	\$
Duct Tape, 2" x 60 yd	\$	\$	\$
Barricade Tape	\$	\$	\$
Rags/Wipes, Colored, 50 lb box	\$	\$	\$
Warning Labels	\$	\$	\$
Drum Liner, Plastic Bag, 55 gl x 6 ml, 50 per roll	\$	\$	\$
Drum Liner, Plastic Bag, Asbestos, 50 gl, 50 per roll	\$	\$	\$
Epoxy Stick, Sealant	\$	\$	\$
Drum Liner, Plastic Bag, 55 gl x 6 ml, 50 per roll	\$	\$	\$
Drum Liner, Plastic Bag, 55 gl x 4 ml, Each	\$	\$	\$
Drum, Poly 5 gl, w/ lid	\$	\$	\$
Drum, Poly, 20 gl	\$	\$	\$
Drum, Poly, 20 gl, w/ screw-on lid	\$	\$	\$
Drum, Poly, O/T, R/C, 25 gl	\$	\$	\$
Drum, Poly, O/T, R/C, 30 gl	\$	\$	\$
Drum, Poly, 5 gl	\$	\$	\$
Drum, Poly, 30 gl w/ lid	\$	\$	\$
Drum, Poly, Overpack, 110 gl	\$	\$	\$
Drum, Poly, Overpack, 95 gl	\$	\$	\$
Visquine Sheeting, 20' x 100' x 6 ml	\$	\$	\$
Any Other Plastic Sheeting for Response	\$	\$	\$
Drum, Poly, O/H, Snap-on Lid, 5 gl	\$	\$	\$
Drum, Poly, O/H, Scres-on Lid, 5 gl	\$	\$	\$
Drum, Poly, O/H, Spout Lid, 5 gl	\$	\$	\$
Drum, Poly, O/T, R/C, Nestable, 25 gl	\$	\$	\$

Drum, Poly, O/T, R/C, Nestable, 55 gl	\$	\$	\$
Drum, Poly, T/H, w/ bungs, 55 gl	\$	\$	\$
Roll-Off Box-20 Cyd	\$	\$	\$
Roll-Off Box -30Cyd	\$	\$	\$
Roll-Off Box-20 Cyd, water tight w/liner	\$	\$	\$
Roll-Off Box-30 Cyd, water tight w/liner	\$	\$	\$
Pollution Can, 20 gl, Each	\$	\$	\$
Vermiculite, 4 cu ft bag	\$	\$	\$
Drum Siphons	\$	\$	\$
Box Liner, Roll-Off Bar	\$	\$	\$
Hazardous Materials Warning Tape	\$	\$	\$
DOT Label Kit	\$	\$	\$
Rope (specify width, type of material, and length)	\$	\$	\$
Disposable Wipes	\$	\$	\$
Woven Cotton Wipes	\$	\$	\$
Tank Patching Kit	\$	\$	\$
Non sparking Tool Kit	\$	\$	\$
Any Other Miscellaneous Item for Response	\$	\$	\$

<i>Planned Proj.</i>
<i>Bulk Rate</i>
\$
\$
\$
\$
\$

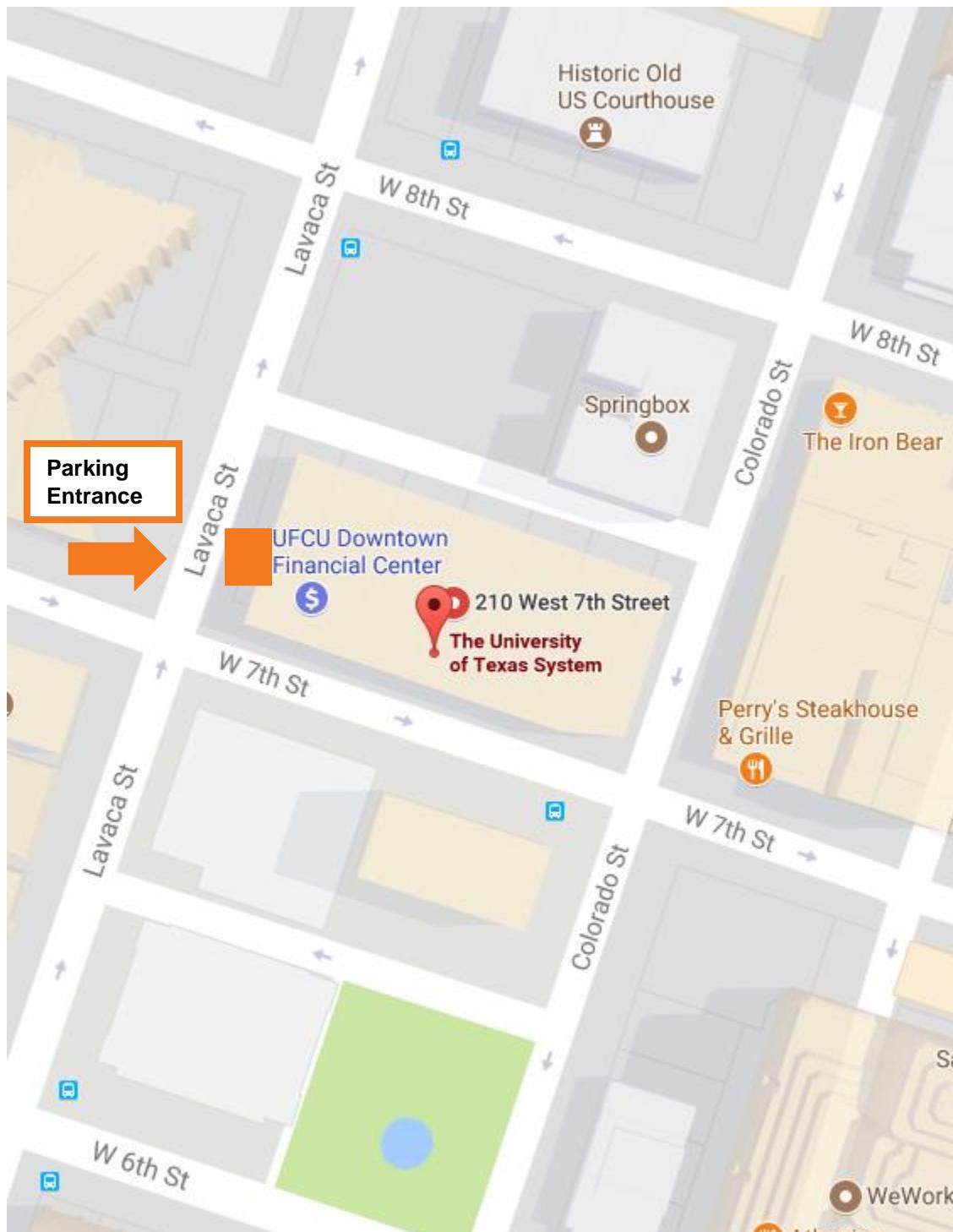
Containment Booms and Sorbents	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate
BMC Absorb-N-Dry Absorbent	\$	\$	\$
Boom Pillow, Sorbent, 8" x 18"	\$	\$	\$
Boom, Sorbent, 5" x 10', 4 boom bale	\$	\$	\$
Boom, Sorbent, 5" x 20', 2 boom bale	\$	\$	\$
Boom, Sorbent, 6" x 12', 4 boom bale	\$	\$	\$
Boom, Sorbent, 8" x 10', 4 boom bale	\$	\$	\$
Boom, Sorbent, 8" x 20', 2 boom bale	\$	\$	\$
Containment Room, 48" Offshore	\$	\$	\$
Containment Room, 42" Offshore	\$	\$	\$
Containment Room, 36"	\$	\$	\$
Boom Anchors (specify weights)	\$	\$	\$
Boom Lights	\$	\$	\$
Boom, Sorbent, Universal, 5" x 10', 4 boom bale	\$	\$	\$
Boom, Sorbent, Universal, 8" x 10', 4 boom bale	\$	\$	\$
Cellulose, Sorbent, Universal, 18 lb bag	\$	\$	\$
Imbiber Beads, 40 lb drum	\$	\$	\$
Imbiber Bead/Sand Blend, 25 lb container	\$	\$	\$
Imbiber Bead Packet, 36 per case	\$	\$	\$
Imbiber Bead Mini-Boom, 6 per case	\$	\$	\$
Imbiber Bead Pillow, 3 per case	\$	\$	\$
Imbiber Bead Blanket, 2 per case	\$	\$	\$
Kenaf, Bio-Sorbent, 2 cf x 18 lb bag	\$	\$	\$
Oil Gator, 30 lb bag	\$	\$	\$
Oil Sorbent, 50 lb bag	\$	\$	\$
Pad, Sorbent, 17" x 19" x __", 100 pad bale	\$	\$	\$
Pad, Sorbent, 17" x 19" x 3/16", 200 pad bale	\$	\$	\$
Pad, Sorbent, 34" x 38" x __", 50 pad bale	\$	\$	\$
Pad, Sorbent, Universal, Gray, 17" x 19" x __", 100 pad bale	\$	\$	\$
Particulate, Sorbent, 25 lb bale	\$	\$	\$
Pillow, Haz-Mat, Universal, 3" x 18" x 24", 10 pillow bale	\$	\$	\$
Pillow, Haz-Mat, Universal, 3" x 11" x 17", 17 pillow bale	\$	\$	\$
Pillow, Sorbent, 14" x 25", 10 pillow bale	\$	\$	\$

Roll, Sorbent, 38" x 144' x __", 1 roll bale	\$	\$	\$
Snare, Viscous Oil, 30 count	\$	\$	\$
Snare Boom, Viscous Oil, 50'	\$	\$	\$
Snare Boom, Viscous Oil, 100'	\$	\$	\$
Sorbent, All-Purpose, Granular, Clay	\$	\$	\$
Sorbent, All-Purpose, Oil-Dry	\$	\$	\$
Sorbent Pads (specify size)	\$	\$	\$
Sorbent, Organoclay, 50 lb bag	\$	\$	\$
Sphag Sorb, 2 cf x 24 lb bag	\$	\$	\$
Tiger Sorb, 20 lb bag	\$	\$	\$
Absorb-It-All, 20 lb bag	\$	\$	\$
Cell-U-Sorb, 20 lb bag	\$	\$	\$
Floor Gator, Granular, 50 lb bag	\$	\$	\$
Roll, Sorbent, 38" x 144' x __", 1 roll bale	\$	\$	\$
Sweep, Sorbent, 17" x 100', sweep bale	\$	\$	\$
Zorbent, Absorbent Material	\$	\$	\$
Any Other Sorbents for Response	\$	\$	\$

Other Equipment, Materials and Supplies	Emergency Unit Rate	Emergency Bulk Rate	Planned Proj. Unit Rate	Planned Proj. Bulk Rate
Breathing Air Trailer	\$	\$	\$	\$
Breathing Air Cylinder Refill, 4500 psi	\$	\$	\$	\$
Filters and Decontamination, HEPA	\$	\$	\$	\$
Mercury Vacuum Cleaner				
Air Compressor, 375 cfm, +fuel	\$	\$	\$	\$
Air Compressor, 185 cfm, +fuel	\$	\$	\$	\$
Mercury Vapor Meter	\$	\$	\$	\$
Drager PID Chips, Test Specific	\$	\$	\$	\$
Drager Cholorimetric Tubes	\$	\$	\$	\$
Drager Haz-Cat Identification Kit	\$	\$	\$	\$
Glassware, Additional	\$	\$	\$	\$
Passive Badges, Other	\$	\$	\$	\$
Sensodyne Tubes	\$	\$	\$	\$
Oleophilic Pad Replacement, Marco Skimmer	\$	\$	\$	\$
Concrete Coring Device	\$	\$	\$	\$
Lab Analysis, Accredited Third Party	\$	\$	\$	\$
Frac Tank	\$	\$	\$	\$
Frac Tank Mobilization, Decontamination and Demobilization	\$	\$	\$	\$
Reagent, Miscellaneous (itemized receipts required)	\$	\$	\$	\$

Directions to The University of Texas System:

The office is located at 210 West 7th Street on the corner of 7th and Lavaca. The parking garage is in the System building on Lavaca Street past the light on 7th.



ADDENDUM 1

DATE: March 11, 2020
PROJECT: Spill Response Services
RFP NO: 720-1911
OWNER: The University of Texas System Administration
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated January 16th, 2019 with amendments and additions noted below.

Questions and Answers:

1. Question: In regards to explosives, will this relate to controlled environments such as laboratories and UT owned stored products and/or will this relate to manmade improvised explosive devices?

Answer: This would be for laboratory chemicals such as picric acid or peroxide formers such as ethyl ether. Contractor would not be called in for any improvised explosive devices.

2. Question: What potential and explosive products are on UT premise?

Answer: The 14 institutions all have research labs with a variety of chemicals. Explosive chemicals may include, but are not limited to, pyrophorics and peroxide-formers.

3. Question: Regarding the section “Contractor must provide general instructional services at no additional cost to the Institutions regarding spill and emergency response with respect to the Covered Services”. How often? Will this just be per event? Is this a verbal meeting or a written document?

Answer: These consultative services would likely be verbal or via email.

4. Question: Regarding the section “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”. Is this indicating we will be the listed “Generator” on disposal documents/reports?

Answer: Contractor would be responsible for anything caused by Contractor. If Contractor generates additional waste material, Contractor is the generator of that waste.

5. Question: “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”. Is the first 40 hours worked the actual logged time an employee has been working for any client? Or only based on the first 40 hours worked solely for the UT System? Also, if a response is required at 3 AM, as an example, would that fall into a class of non-standard hours?

Answer: *40 hours would be based on the U.T. System job. Time before 6 am CST is non-standard.*

6. Question: On the Response Vehicles Rate Sheet, may we add our proprietary equipment to line #41 & #42? Also, any other items, such as disposal, may be listed as a separate line item on one of the rate section tabs?

Answer: *Proposer may add any additional equipment or disposal costs.*

7. Question: On a single USB you want two independent PDF's of scanned copies of the entire proposal – One complete copy and one copy without Section 6 and Appendix 3?

Answer: *This is correct.*

8. Question: Does signature page in Section 2 – Execution of Offer need to be notarized?

Answer: *No.*

9. Question: Has there been an Addendum added to the above referenced RFP?

Answer: *There will be one added today (Q&A Addendum). Proposer will be notified when it is issued.*

10. Question: How do you want the organization of the proposal submitted? Currently, we are looking a pretty thick 3 ring binder. Did you want it organized according to the sections in the RFP with section and subsection tabs? Then we can reference additional attachments.....

Answer: *Yes, this would be helpful.*

END OF ADDENDUM 1