**APPENDIX TWO**

**AGREEMENT TO PROVIDE CUSTODIAL SERVICES**

UTHealth Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement to Provide Custodial Services (this “**Agreement**”) is made and entered into effective as of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_** (the “**Effective Date**”), by and between **The University of Texas Health Science Center at Houston**, an agency and institution of higher education authorized under the laws of the State of Texas (“**University**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”) **[Option:** , Federal Tax Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]** **[Note: If Contractor is an individual, delete the following text: “, Federal Tax Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”. DO NOT INCLUDE AN INDIVIDUAL’S SOCIAL SECURITY NUMBER IN THIS AGREEMENT. Please review UTS165 (Information Resources Use and Security Policy) related to protecting the confidentiality of Social Security numbers.]**.

In consideration of the mutual promises and covenants contained in this Agreement, University and Contractor agree as follows:

1. **TERM** – The term of this Agreement will begin on the Effective Date and expire **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_**. University will have the option to renew this Agreement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_) additional \_\_\_ (\_\_\_\_) year terms.

2. **[Option: TRANSITION PERIOD** – Contractor agrees that if this Agreement expires or is terminated for any reason, then, at University’s option, Contractor will continue to perform the Custodial Services (ref. **Section 3**) in accordance with the terms and conditions of this Agreement until University contracts with a new qualified and experienced contractor(s) to perform the Custodial Services or is able to perform the Custodial Services in-house; provided, that, Contractor will not be required to continue performing the Custodial Services for more than **[Option:** \_\_\_\_\_\_ (\_\_\_\_)**]** **[Option:** four (4)**]** months after expiration or termination of this Agreement.

Contractor will cooperate with, and assist, University’s efforts to transition to another contractor(s) or to perform the Custodial Services in-house.**]**

3. **STATEMENT OF WORK** – Contractor agrees to perform the cleaning and maintenance services, including furnishing of personnel, equipment, materials and supplies, and other duties and obligations (collectively, "**Custodial Services**") all as more particularly described in this Agreement and **SCHEDULE 1** **Statement of Work** for Custodial Services ("**Statement of Work**") attached and incorporated for all purposes.

**[Option (Include if Contractor has performed Custodial Services for University before this Agreement is signed.):** Upon execution of this Agreement, all services previously performed by Contractor on behalf of University and included in the description of the Custodial Services, will become a part of the Custodial Services and will be subject to the terms and conditions of this Agreement.**]**

4. **SERVICE AREAS** – The Custodial Services will be performed at various locations on University’s premises designated in **SCHEDULE 2** (collectively, "**Service Areas**") in accordance with the schedule specified in the Statement of Work.

After 60 days advance written notice to Contractor, University may add additional areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any added areas or facilities will be mutually agreed upon by University and Contractor through an amendment to this Agreement.

5. **PERMITS AND LICENSES** – Contractor will obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws (ref. **Section 27**).

6. **STANDARD OF PERFORMANCE** – Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with the standards specified in this Agreement, **SCHEDULE 1** **Statement of Work** and **Attachment A to** **SCHEDULE 1 Statement of Work**, the highest standards of Contractor’s business, and all Applicable Laws.

7. **QUALITY CONTROL** – University desires to keep the Service Areas in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by University to determine that University’s standards of quality and cleanliness are being met. In addition, a **[Option: \_\_\_\_\_\_\_\_\_]** **[Option:** monthly**]** inspection of the Service Areas will be performed by University's **[Option: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** **[Option:** Facilities Manager**]**, to ensure compliance with this Agreement. **[Option (Include if Agreement includes a renewal option.):** University will consider the result of these inspections when evaluating whether to execute any renewal option(s) for this Agreement.**]**

8. **SAFETY STANDARDS** – Acceptable safety standards will be followed by Contractor to assure safety for their staff as well as University staff, visitors, patients, employees, and students. **[Option (Include only if University intends to provide orientation and continuing education.):** University will provide initial orientation and routine continuing education to Contractor’s staff on safety issues and biohazard disposal.]

9. **PRICING AND PAYMENT** – Upon satisfactory and complete performance of the Custodial Services, University will pay Contractor an annual amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Option (Include if University intends to make periodic payments.):** , disbursed in **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_**]** **[Option:** twelve (12) monthly**]** payments of $\_\_\_\_\_\_\_\_\_\_\_**]**.

10. **PAYMENT TERMS** –

10.1 At the end of each **[Option:** \_\_\_\_\_\_\_\_**] [Option:** calendar month] during the term of this Agreement, Contractor will submit to University an invoice (each a “**Progress Payment**”) covering the Custodial Services performed for University to that date, which application will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days after the date University receives the invoice and supporting documentation for payment, approve or disapprove the amount reflected in the invoice and, if University approves the amount or any portion of the amount, University will promptly pay to Contractor the amount approved in accordance with Chapter 2251, *Texas Government Code*. If University disapproves any amount invoiced by Contractor, University will give Contractor specific reasons for its disapproval in writing within twenty-one (21) days after the date University receives the invoice and supporting documentation for payment.

10.2 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Custodial Services in accordance with §151.309, *Texas Tax Code,* and Title 34 *Texas Administrative Code* (“**TAC**”) §3.322.

10.3 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice ("**Final Invoice**") which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by University, University will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.

10.4 The cumulative amount of all Progress Payments and the Final Payment will not exceed **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **[Note: Insert reasonable contract fee cap.]**.

10.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if any one or more of the following conditions exist:

10.5.1 Contractor is in breach or default under this Agreement; or

10.5.2 Any part of the payment is attributable to Custodial Services which are not performed in accordance with this Agreement; provided, however, payment will be made as to the part attributable to Custodial Services which are performed in accordance with this Agreement.

10.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Custodial Services to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.

10.7 The acceptance of Final Payment constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice.

10.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The University of Texas System, or anyone claiming under University, 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.

10.9 Section 51.012, *Texas Education Code*, authorizes University to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor’s banking information. Any changes to Contractor’s banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change.

11. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS** –

11.1 Contractor agrees to:

11.1.1 maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;

11.1.2 assign an adequate number of personnel to the Service Areas to ensure consistent, efficient and satisfactory performance under this Agreement; and

11.1.3 provide sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather, to ensure consistent, efficient and satisfactory performance under this Agreement.

* 1. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Custodial Services specified under this Agreement will do so in a proper, good, workmanlike and dignified manner.
  2. Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that University has the rights to (a) require identification from any person on University’s premises, (b) refuse entry to persons having no legitimate business on University’s premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized University representatives in the exercise of University’s rights described in this Section.

11.4 Every employee and agent of Contractor assigned to duty on University's premises will have prominently displayed on his or her person at all times while on University’s premises an identification badge including a picture of the employee or agent. The identification badge **[Option:** , which will also serve as an access card,**]** will be issued through University’s **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] [Option:** Office of the Department of Police (“**ODOP**”)**]**.

11.5 Contractor will provide company identifying uniforms to all Contractor’s "non-management" personnel used in the performance of Contractor’s duties and obligations under this Agreement. All Contractor’s "non‑management" personnel assigned to duty on University's premises will be required to wear a company identifying uniform while performing their duties. All uniforms will be neat, clean, well-pressed and in good condition.

11.6 Contractor will advise University's representative of the telephone numbers and addresses of Contractor’s management personnel and will arrange for at least one of Contractor’s management personnel to be available at all times (twenty-four hours a day, seven days a week, 365/366 days a year) by telephone.

11.7 Each individual who is assigned to perform the Custodial Services under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Custodial Services under this Agreement. Prior to commencing the Custodial Services, Contractor will (1) provide University with a roster ("**Roster**") of each and every individual who may be assigned to perform the Custodial Services, and (2) have an appropriate criminal background screening performed on all those individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Custodial Services is qualified to provide the services. **[Option:** As of the Effective Date, the Roster of individuals who may be assigned to perform the Custodial Services is provided in **SCHEDULE 5**, attached and incorporated for all purposes.**]** Contractor will not knowingly assign any individual to provide services on University’s premises who has a history of criminal conduct unacceptable for a university campus **[Option:** or healthcare center**],** including violent or sexual offenses. The Roster will contain all information as University may reasonably request and will be provided to University upon request. Contractor will update the Roster each time there is a change in the individuals assigned to perform the Custodial Services. Prior to commencing performance of the Custodial Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Custodial Services.

12. **SUPERVISION; COORDINATION** – Contractor will provide, at all times, adequate and expert supervisory staff (“**Supervisory Staff**”) assigned exclusively to University to manage Contractor’s employees in the Services Areas. **[Option:** Supervisory Staff will include a dispatcher to coordinate Contractor’s daily office activities.**]** The Supervisory Staff will be on University’s premises at all times while the Custodial Services are being provided and will not leave University’s premises until all services and security matters are completed each night. Neither University nor any representative of University will supervise Contractor’s employees, personnel or agents performing the Custodial Services

In addition, Contractor will provide an on-site manager (“**On-Site Manager**”) assigned to the Service Areas on a full-time basis. The On-Site Manager, with the assistance of a supervisor for each and every shift (“**Shift Supervisor**”), will coordinate all activities connected with the provision of the Custodial Services specified under this Agreement and will meet with University's **[Option:**\_\_\_\_\_\_\_\_\_\_\_**]** **[Option:** representative**]** periodically, on mutually agreeable dates and at mutually agreeable times, to coordinate the enforcement of University's policies, the implementation of University’s suggestions and requests, and the prompt resolution of complaints.

In addition to the supervision of all Custodial Services, the Supervisory Staff will become familiar with the emergency, fire, and disaster plans developed by University for University’s premises and perform the duties assigned to Supervisory Staff by University as relates to the emergency, fire and disaster plans.

13. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Custodial Services under this Agreement in the event of any labor dispute or other action involving its employees.

14. **REPORTS BY CONTRACTOR** – Contractor will submit inspection reports **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] [Option:** daily**]** to University’s **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] [Option:** Facilities Manager**]**. Inspection reports will be prepared and signed by Contractor's On-Site Manager or Shift Supervisor. At University’s request, Contractor will at any time during the term of this Agreement provide a report on inspections, maintenance schedules, equipment, staffing, emergencies, security problems or any related matters in connection with the Service Areas or other University premises.

In addition, Contractor will submit **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] [Option:** two (2)**]** complete sets of all *Material Safety Data Sheets* (“**MSDS**”) to University’s **[Option:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] [Option:** Facilities Manager**]** *in advance* for all materials being used by Contractor in the Service Areas or on other University premises.

15. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing Custodial Services to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.

16. **INSURANCE** – **[Note: These are minimum insurance requirements developed by the UT System Office of Risk Management. Depending on the type of services covered by this Agreement, consideration should be given to increasing the types of insurance coverages and the limits. In particular, services related to health and safety concerns, hazardous chemicals, or the disposal of hazardous wastes require increased types of insurance coverages and increased limits; therefore, please refer your contract to your institution’s designated risk management contact for assistance. For contracts with professionals, consider requiring professional liability insurance of not less than $1,000,000 per claim. *Contact your institution’s designated risk management contact for assistance with review of all Certificates of Insurance*.]**

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

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

Employers Liability - Each Accident $1,000,000

Employers Liability - Each Employee $1,000,000

Employers Liability - Policy Limit $1,000,000

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

**[Option:** In the event watercraft is used in the course of performing Work, the maritime coverage endorsement must be added unless a separate Protection & Indemnity coverage is maintained. In the event operations are conducted in relation to navigable waters which may qualify employees for United States Longshore & Harbor Workers Compensation Act (“**USL&H**”) benefits, the USL&H endorsement must be added.**]**

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

Each Occurrence Limit $1,000,000

Damage to Rented Premises $ 300,000

Personal & Advertising Injury                  $1,000,000

General Aggregate                                             $2,000,000

Products - Completed Operations Aggregate      $2,000,000

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

16.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

**[Option:** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.**]**

**[Option:** Contractors transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.**]**

**[Option:** 16.1.4 Umbrella/Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate with a deductible of no more than $10,000, and will be excess over and at least as broad as the underlying coverage as required under **Sections 16.1.1** Employer’s Liability; **16.1.2** Commercial General Liability; **[Option:** and**]** **16.1.3** Business Auto Liability **[Option:** ; and **16.1.5** Liquor 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.**]** **[Note: Limit amount should be adequate to cover University’s exposure. Appropriate limit will depend on the subject matter of this Agreement.]**

**[Option:** 16.1.5 Liquor Liability Insurance, with limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Contractor or Contractor’s employees, representatives, agents, or subcontractors in the performance of this Agreement.**]**

**[Option:** 16.1.6 Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence, $3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy.No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.**]**

**[Option:** 16.1.7 Contractor’s Employee Dishonesty Insurance will be endorsed with a Client’s Property Endorsement (or equivalent) to protect the assets and property of University with limits of not less than **[Option:** $500,000**] [Option:** $1,000,000**]** per claim. If Contractor has property of University in its care, custody or control away from University’s premises, Contractor will provide bailee coverage for the replacement cost of the property. Contractor’s Employee Dishonesty policy will name University as Loss Payee.**]** **[Note: Limit amount should be adequate to cover University’s exposure. Appropriate limit will depend on the subject matter of this Agreement.]**

**[Option:** 16.1.8 Directors’ and Officers’ Liability Insurance with limits of not less than $1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.**]**

**[Note:** **If this Agreement involves construction on property owned by the Board of Regents of The University of Texas System, please contact the UT System Office of Risk Management for guidance and relevant insurance requirements.]**

**[Note:** **If this Agreement poses potential risks related to data privacy, network or information security, please contact the UT System Office of Risk Management for guidance on relevant insurance requirements and seek review of the contract by the Institution’s Information Security Officer.]**

16.2 Contractor will deliver to University:

16.2.1 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.

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

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

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

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

Name: UTHealth Procurement Services

Address: 1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Facsimile Number: 713-500-4710

Email Address: [procurementservices@uth.tmc.edu](mailto:procurementservices@uth.tmc.edu)

16.3 Contractor’s or subcontractor’s insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor’s or subcontractor’s insurance will be kept in force until all Work has been fully performed and accepted by University in writing. **[Option:** , except as provided in this **Section 16.3**.**]**

**[Option:** 16.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of this policy.**]**

**[Option:** 16.3.2 Directors and Officers Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of this policy.**]]**

17. **KEYS AND ACCESS CARDS** – Contractor will be furnished, or given access to, keys and access cards to the Service Areas and will be held responsible for their use and misuse. All keys and access cards remain the property of University. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any re-keying or re-programming of locks necessitated by loss of keys and access cards. University keys and access cards will not be taken out of the Service Areas **[Option:** except for keys and access cards necessary for Contractor's Supervisory Staff to access the Space (ref. **Section 19**)**]**.

18. **REPORTING NEEDED REPAIRS** – Contractor's employees will report to University's **[Option: \_\_\_\_\_\_\_\_\_\_\_\_\_\_] [Option:** Facilities Manager**]** any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, all other necessary or appropriate repairs and any unusual happenings in the Service Areas or on University’s premises.

19. **ACCESS TO UNIVERSITY FACILITIES[Option:; SPACE LICENSE]** –

19.1 Contractor and its employees, permitted subcontractors and agents may access only the Service Areas and those University facilities that are necessary to perform Contractor’s duties and obligations under this Agreement and will have no right of access to any other University facilities. Contractor and its employees, permitted subcontractors and agents will not use any University equipment including computers, printers, typewriters, radios, televisions, telephones, desks, chairs or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on University’s premises.

**[Option (Include if Contractor will be assigned space for storage or work associated with the Custodial Services.):** 19.2 University will permit Contractor to use certain space (the “**Space**”) more particularly described in **SCHEDULE 4** attached and incorporated for all purposes, in accordance with the license contained in this Section. University will provide the Space equipped with **[Option: \_\_\_\_\_\_\_\_\_\_\_\_\_\_] [Option:** desks, chairs and local phone service**]** only. **[Option:** University will not provide computers, printers or other office machines or supplies.**]**

University will and does hereby license the Space in its current, “as is” condition to Contractor for use by Contractor’s employees, permitted subcontractors and agents in the performance of the Custodial Services and for no other purpose. The parties agree that this is a non-exclusive license to use the Space and that University may enter the Space at any time for any reason. No unlawful activities will be permitted in the use of the Space. Contractor will comply with all Applicable Laws applicable to the Space. Contractor will cause all of its employees, subcontractors and agents to observe and comply with all Applicable Laws, including University’s rules and regulations in connection with the use of the Space.

Contractor will not modify, alter or repair the Space or any other University facilities without the prior written approval of University and with project management of renovations by University.

Contractor agrees not to harm the Space or make any use of the Space that is offensive as determined by University. Contractor agrees that upon the termination of this Agreement for any reason, Contractor will remove Contractor owned equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Space in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Contractor not removed within two (2) days following the termination will be deemed abandoned by Contractor and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Contractor.

Contractor agrees not to suffer any mechanic's lien to be filed against the Space or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Space for Contractor. Nothing in this Agreement will be construed as the consent of University to subject University’s estate in the Space or adjoining facilities to any lien.

Contractor agrees that the Space is sufficiently equipped for Contractor to provide the Custodial Services in accordance with the terms and conditions of this Agreement.

UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE TO THE SPACE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

UNIVERSITY WILL NOT BE LIABLE TO CONTRACTOR, OR ANY EMPLOYEE, SUBCONTRACTOR, AGENT, GUEST OR INVITEE OF CONTRACTOR (COLLECTIVELY, “**CONTRACTOR PARTIES**”), FOR ANY LOSS, EXPENSE OR DAMAGE EITHER TO THE PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF THE SPACE, OR DUE TO ANY ACT OF ANY EMPLOYEE OR AGENT OF UNIVERSITY, OR THE ACT OF ANY OTHER PERSON WHATSOEVER. UNIVERSITY, ITS AGENTS AND EMPLOYEES WILL NOT BE LIABLE FOR AND CONTRACTOR WAIVES ALL CLAIMS FOR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ANY CONTRACTOR PARTIES, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON THE SPACE OR THE ADJOINING GROUNDS. CONTRACTOR AGREES TO PAY ON DEMAND UNIVERSITY’S EXPENSES INCURRED IN ENFORCING ANY OBLIGATION OF CONTRACTOR UNDER THIS LICENSE.**]**

20. **PRESENCE ON UNIVERSITY PREMISES** –

20.1 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon University's premises will obey the rules and regulations that are established by University and will comply with reasonable directions University's representatives may give to Contractor. **[Note: Consider whether to specifically reference University’s Code of Conduct, if any, in this provision.]**

20.2 Contractor is responsible for acts of its employees, subcontractors and agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of University, any damage that it, or of its employees, subcontractors and agents, may cause to University's premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

20.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify University’s **[Option:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **]** **[Option:** Police Department**]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and University’s **[Option:**\_\_\_\_\_\_\_\_\_\_\_\_\_ **]** **[Option:** Facilities Manager**]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and thereafter furnish a full written report of the accident.

20.4 Contractor will perform the Custodial Services contemplated in this Agreement without interfering in any way with the activities of University's employees, agents or visitors.

21. **PREMISES SECURITY** –

21.1 University’s **[Option:**\_\_\_\_\_\_\_\_\_\_\_**] [Option:** ODOP**]** has the authority and responsibility to maintain the security of all University premises and property. Contractor will cooperate with **[Option:**\_\_\_\_\_\_\_\_**]** **[Option:** ODOP**]** in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to **[Option:**\_\_\_\_\_\_\_\_**]** **[Option:** ODOP**]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

21.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on University’s premises. Anyone requesting admittance must be referred by Contractor to **[Option:**\_\_\_\_\_\_\_\_\_\_\_**]** **[Option:** ODOP**]** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

21.3 In an effort to maintain maximum security in each Service Area, **ALL DOORS ARE TO BE UNLOCKED ONLY WHILE CLEANING IS BEING PERFORMED AND MUST BE CLOSED AND LOCKED AFTER CLEANING IS COMPLETE.** Lights are to be turned off when Contractor leaves each room in a Service Area. At no time will Contractor permit an unattended room in a Service Area to remain unlocked or lighted. **[Option (Include if University feels a liquidated damage provision is necessary. Note that liquidated damages may not be enforceable in Texas.):** Contractor and University agree that leaving doors unlocked and lights on after cleaning of a room in a Service Area could result in the disruption of University’s business operations and the resulting harm is incapable of being estimated or is difficult to estimate. Therefore, as a reasonable estimate of just compensation for the harm caused by leaving doors unlocked and lights on after cleaning of a room in a Service Area, Contractor and University agree that, if doors remain unlocked or lights remain on after cleaning of a room in a Service Area, then at University’s option (1) Contractor will pay University an amount equal to **[Option:**\_\_\_\_\_\_\_\_**]** **[Option:** $50.00**]** for each occurrence, or (2) University may offset an amount equal to **[Option:**\_\_\_\_\_\_\_\_**]** **[Option:** $50.00**]** for each occurrence from any amounts otherwise due by University to Contractor. Contractor and University agree that this remedy is not a penalty but is a reasonable estimate of just compensation to University.**]**

22. **UTILITIES** – **[Option: (Include if Section 19.2 related to a space license is included in this Agreement.):** Except as provided in **Section 19.2]**, University will provide utility services at existing outlets (heat, gas, electricity, water, and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of University, at Contractor's expense. In the event any utility service must be interrupted for repair or modification, University will provide Contractor with advance notice, if possible. UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

23. **RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY** – University has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on University’s premises.

24. **DEFAULT AND TERMINATION** –

**[Note: Pursuant to §2261.101, Texas Government Code, consider whether additional remedies or sanctions schedule would be beneficial and appropriate in this Agreement. If so, please contact OGC for assistance.]**

24.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, University may terminate this Agreement at any time upon giving ten (10) days' advance written notice to Contractor setting forth the nature of Contractor’s failure.

24.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, University has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.

24.3 University may, without cause, terminate this Agreement at any time upon giving thirty (30) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Custodial Services satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. University is not required to reimburse Contractor for any Custodial Services performed or expenses incurred after the termination date.

24.3 Termination under **Sections 24.1, 24.2** or **24.3** does not relieve Contractor or any of its employees from liability for violations of this Agreement or any other act or omission of Contractor. 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 2, 10**, **15**, **19**, **23**, **24, 25**, **26**, **27**, **30**, **33**, **35**, **37**, **38**, **41**, **42, 43**, **46**, **47**, **50**, **51**, and **52**.

24.4 University is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.

24.5 **[Option (Include if University will make pre-payments to Contractor under this Agreement.):** In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.**] [Note: Section 50 of Article 3 of the *Texas Constitution* prohibits the State of Texas or its agencies from lending the credit of the State. “Lending the credit of the State” has been broadly construed to include the making of payment prior to receipt of goods or complete performance of services. *Rhoads Drilling co. v. Allred*, 70 S.W. 2d 576, 582 (Tex. 1934); Attorney General Opinions WW-790 (1960) and WW-153 (1957). Nevertheless, according to relevant Attorney General Opinions MW-373 (1981) and JM-1229 (1990), pre-payments for goods and services may be made by the State of Texas so long as the pre-payment serves a public purpose and the State maintains controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved.**

**Based on Texas law related to pre-payments, the representative of U.T. with delegated authority to execute contracts containing pre-payment provisions, should analyze the transaction and make a determination regarding whether the facts lead to the conclusion that (1) there is in fact a public purpose for any pre-payments required by the contract and (2) there are sufficient controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved. This determination should be documented in a memorandum to U.T.'s file by setting forth the facts which lead to a conclusion of public purpose and sufficient controls to ensure the public purpose is achieved.]**

25. **INDEMNIFICATION** – To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, 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. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

26. **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**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Contractor’s exclusion from eligibility to contract with University for at least five (5) years. 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 (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) 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, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with University’s rules, policies, and procedures regarding access to and use of University’s computer systems. 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.

26.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

26.2 **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 University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

26.3 **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.

26.4 **Press Releases.** Except when defined as part of the Custodial Services, Contractor will not make any press releases, public statements, or advertisement referring to the Custodial Services or the engagement of Contractor as an independent contractor of University in connection with the Custodial Services, or release any information relative to the Custodial Services for publication, advertisement or any other purpose without the prior written approval of University.

26.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. In accordance with §552.002 of TPIA and §2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public**.**

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

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

27. **COMPLIANCE WITH LAW** – Contractor is aware of, fully informed about and in full compliance with its obligations under with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction (“**Applicable Laws**”), including 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), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *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), *Fair Labor Standards Act of 1938*, §§6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC §12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas* *Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

28. **UNDOCUMENTED WORKERS** – The *Immigration and Nationality Act* (8 *United States Code* 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 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 24** of this Agreement. 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.

29. **EQUAL OPPORTUNITY** – Pursuant to Applicable Laws, Contractor represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

30. **TAXES** – Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

31. **CONTRACTOR CONFLICT** – Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or University or with any other party in the construction, maintenance or operation of University or any part thereof.

32. **ASSIGNMENT AND SUBCONTRACTING** – This Agreement is a personal service contract for the services of Contractor. **[Option (Include if the value of this Agreement is expected to equal or exceed $100,000 or if a HUB Subcontracting Plan is attached.):** Except as specifically provided in **SCHEDULE 3**, Historically Underutilized Business Subcontracting Plan (“**HSP**”), attached and incorporated for all purposes, t**]** **[Alternate Option:** T**]**he Contractor's interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC §§20.285(g)(5), 20.585 and 20.586. The benefits and burdens of this Agreement are assignable by University.

33. **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.

34. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** – Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

35. **PAYMENT OF DEBTS OR DELINQUENCY TO THE STATE OF TEXAS** – 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.

36. **FRANCHISE TAX CERTIFICATION** – If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“**Chapter 171**”), 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.

37. **LOSS OF FUNDING** – Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and 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 University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

38. **LIMITATIONS** – The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on University’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “**Limitations**”), and terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the laws and Constitution of the State of Texas.

39. **ENTIRE AGREEMENT; MODIFICATIONS** – This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

40. **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.

41. **VENUE; GOVERNING LAW** – Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of its parties, and all claims arising out of or relating to the Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

42. **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.

43. **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 (“**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to §§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 required. Contractor will include this provision in all contracts with permitted subcontractors.

44. **BINDING EFFECT** – This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

45. **APPOINTMENT** – University hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for University in connection with the performance of University's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.

46. **RECORDS** – Contractor agrees that University, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to University any overpayments disclosed by any audits.

47. **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 certifiedmailed, 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 University: The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*with copy to:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to §2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Fax: 713-500-4710

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*with copy to:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

48. **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.

49. **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.

50. **Breach of Contract Claims** –

50.1 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 University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

50.1.1 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 University 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 University 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 University, or the other officer of University as may be designated from time to time by University by written notice thereof 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.

50.1.2 If the parties are unable to resolve their disputes under **Section 50.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

50.1.3 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 University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

50.2 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.

50.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

51. **ASSIGNMENT OF OVERCHARGE CLAIMS** – Contractor hereby assigns to University any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A. §1 et seq., or arising under the antitrust laws of the State of Texas, §15.01 et seq., *Texas Business and Commerce Code*.

52. **ETHICS MATTERS; NO FINANCIAL INTEREST** –Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy available at <http://www.uthouston.edu/hoop/policy.htm?id=1447888>, University’s Standards of Conduct Guide available at <http://www.uthouston.edu/hoop/standards-of-conduct-guide.htm>, and applicable state ethics laws and rules available at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

**[Option (include *only* when (1) procuring a contract that requires Board approval or may have a value exceeding $1 million, and (2) Contractor is *not* exempt from disclosure requirements under** [§2252.908(c), *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)**):** Further, Contractor agrees to comply with [§2252.908, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908) (**Disclosure of Interested Parties Statute**), and [1 TAC §§46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1) (**Disclosure of Interested Parties Regulations**), as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC’s electronic filing system, by reviewing the information on TEC’s website at <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>.**]**

53. **FORCE MAJEURE** – Neither party 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 will use its best efforts to mitigate the impact of the occurrence so that University may continue to provide healthcare services during the occurrence.

54. **[Option (Include if the value of this Agreement is expected to equal or exceed $100,000 or if a HUB Subcontracting Plan is attached.): HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Custodial Services to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity (collectively, **SPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC §§[20.285(g)(5)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), [20.585](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=585) and [20.586](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=586). University may also revoke this Agreement for breach and make a claim against Contractor.

54.1 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 (1) Contractor must comply with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285); (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 41** to replace the HSP with the revised subcontracting plan.

54.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285) before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including [Chapter 2161, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm) and [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285). University may report nonperformance under this Agreement to the SPSS in accordance with Texas law, including 34 TAC §§[20.285(g)(5)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), [20.585](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=585) and [20.586](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=586).**]**

55. **[Option (Include if Contractor provides an Internet application, software or a database under this Agreement.): EXTERNAL TERMS –** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor’s performance or provision of goods or services under this Agreement (“**External Terms**”). The External Terms are null and void and will have no effect under this Agreement, regardless of whether University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.**]**

**[Options (Include Sections 56 through 62 if University is a medical institution that receives funds from Medicare/Medicaid or if cost of Custodial Services is included in overhead charged back to federal contracts or grants; Consult with University’s Office of Sponsored Projects for more information.):**

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

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

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in [18 U.S.C. §1001](http://uscode.house.gov/view.xhtml?req=(title:18%20section:1001%20edition:prelim)%20OR%20(granuleid:USC-prelim-title18-section1001)&f=treesort&edition=prelim&num=0&jumpTo=true).

57. **DEBARMENT** – Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“**U.S.**”) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.sam.gov/>) issued by the U.S. General Services Administration. “**Principals**” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

58. **OFFICE OF INSPECTOR GENERAL CERTIFICATION** – Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at University’s premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time the employees, subcontractors and agents are assigned to work on site at University’s premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at University‘s premises or facilities if the employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>.

59. **ACCESS TO DOCUMENTS** – To the extent applicable to this Agreement, in accordance with §1861(v)(I)(i) of the Social Security Act ([42 U.S.C. §1395x](http://uscode.house.gov/view.xhtml?req=(title:42%20section:1395x%20edition:prelim)%20OR%20(granuleid:USC-prelim-title42-section1395x)&f=treesort&edition=prelim&num=0&jumpTo=true)) as amended, and the provisions of [42 CFR §420.300](https://www.gpo.gov/fdsys/search/pagedetails.action?collectionCode=CFR&browsePath=Title+42%2FChapter+IV%2FSubchapter+B%2FPart+420%2FSubpart+D%2FSection+420.300&granuleId=CFR-2011-title42-vol3-sec420-300&packageId=CFR-2011-title42-vol3&collapse=true&fromBrowse=true) et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

60. **AFFIRMATIVE ACTION** –A written copy of Contractor’s Civil Rights "**Affirmative Action Compliance Program**" is attached as **Schedule \_\_\_\_** to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as **Schedule \_\_\_\_** to this Agreement and incorporated for all purposes.

61. **OSHA COMPLIANCE** –To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=oshact&p_id=2743)) and its regulations in effect or proposed as of the date of this Agreement.

62. **DISCRIMINATION PROHIBITED –** University and Contractor will abide by the requirements of [41 CFR 60-1.4(a)](http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:1.2.3.1.1#se41.1.60_61_14), [60-300.5(a)](http://www.ecfr.gov/cgi-bin/text-idx?SID=07739077fe475c71409b238168c3ea62&mc=true&node=se41.1.60_6300_15&rgn=div8) and [60-741.5(a)](http://www.ecfr.gov/cgi-bin/text-idx?SID=07739077fe475c71409b238168c3ea62&mc=true&node=se41.1.60_6741_15&rgn=div8) (collectively, the “**Regulations**”). The regulations (1) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and (2) prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, the regulations require that University and Contractor take affirmative action to employ and advance in employment, individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.):** 63. **EIR Environment Specifications – Exhibit \_\_\_\_**, Environment Specifications, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in **Exhibit \_\_\_\_**, Environment Specifications, are binding on Contractor. Contractor agrees to perform Work in compliance with **Exhibit \_\_\_\_**, Environment Specifications.**]**

**[Option: (Include if this Agreement relates to electronic and information resources, including hardware, software or related services.):** 64. **Security Characteristics and Functionality of Contractor’s Information Resources**. **Exhibit \_\_\_\_**, Security Characteristics and Functionality of Contractor’s Information Resources, establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in **Exhibit \_\_\_\_**, Security Characteristics and Functionality of Contractor’s Information Resources, are binding on Contractor. Contractor agrees to perform Work in compliance with **Exhibit \_\_\_\_**, Security Characteristics and Functionality of Contractor’s Information Resources.**]**

65. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code* **[add link when available]**, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) 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.

66. **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas* *Government Code* **[add link when available]**, Contractor certifies Contractor (1) 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.

**IN WITNESS WHEREOF**, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

**[Note: Delete all bracketed ([ ]) and highlighted text before sending this Agreement to Contractor.]**

**CONTRACTOR: UNIVERSITY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THE UNIVERSITY OF TEXAS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HEALTH SCIENCE CENTER AT HOUSTON**

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

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

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

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

**ATTACH:**

**SCHEDULE 1** - Statement of Work for Custodial Services

**ATTACHMENT A to SCHEDULE 1** - Standards for Custodial Services

**SCHEDULE 2** - Map of Service Areas

**[Option (Include if the value of this Agreement is expected to equal or exceed $100,000 or if University requested a HUB Subcontracting Plan.): SCHEDULE 3** - Historically Underutilized Business Subcontracting Plan**]**

**[Option: SCHEDULE 4** - Map of Space**]**

**[Option: SCHEDULE 5** - Roster Sheet**]**

**[Option (Include if federal contract provisions are included in this Agreement.): SCHEDULE \_\_\_** -Affirmative Action Compliance Program**]**

**SCHEDULE 1**

**Statement of Work for Custodial Services**

**[Option (The following is a sample Scope of Work. If University chooses to use this sample, University must review and revise to meet University’s specific needs.):** Contractor will perform the following Custodial Services for University’s Service Areas. Each and every element of the Custodial Services is not listed in this **SCHEDULE 1**. It is Contractor’s responsibility to be familiar with good housekeeping procedures and practices and to perform the Custodial Services in accordance with good housekeeping procedures and practices.

Contractor will furnish materials, supplies, tools and equipment required for the satisfactory performance of the Custodial Services, including all soaps, cleaners, detergents, disinfectants, restroom and student laboratory paper goods, and trash can/wastebasket liners of at least the following quality:

30x37 High Density 10mic roll can liner 500/cs

8362 Protecto Toilet Seat Covers 250 sheets

40x48 High Density 14mic roll can liner 250/cs

4460 KC Toilet Tissue 80/cs

Triangle lotion Soap floral scent

1000 KC White Roll Towel 8”x1000’ 12/cs

KC Professional pink hand lotion soap 4/cs

181 KC White Multi-Fold towels 3600/cs

KC Antibacterial Clear Skin Cleanser 4/cs

1700 Single Fold White Paper Towel 16pgks/cs

2129 JRT Jr. Jumbo Roll Tissue 12/cs

7001 KC Kleenex Cottonelle Coreless TP 36/cs

50600 KC Kleenex White Roll Towel (auto dispense)

HOS-6141 Sanitary Napkin Waxed Bags 250/cs

**Time of Performance**

1. All Basic Services will be performed between 7:30 a.m. to 4:30 p.m. on a five-day per week schedule.

2. University observes approximately ten (10) holidays per year. A request for "extra services" will be issued for special services on these holidays, if required.

**Academic/Research Custodial Services and Schedule**

**A. Entries**

**Basic Services**

1. Empty trash cans once nightly and continuously during the day. Replace trash can liners as necessary.

2. Spot clean, vacuum and damp mop all floors once nightly and continuously during the day.

3. Shampoo and/or strip, seal, and re-wax all floors four times per year. At least three coats of wax per application are required.

4. Low and high dusting of all horizontal building surfaces weekly.

5. Brush down wall and ceiling vents monthly.

6. Vacuum or damp wipe furniture weekly.

7. Shampoo and/or strip, seal, and re-wax all floors two times per year with at least five coats of wax per application are required.

8. Shower Scrub and Recoat hard surfaces quarterly.

9. Burnish hard surfaces bi-weekly

**B. Public Corridors**

**Basic Services**

1. Pick up boxes, crates, and trash in corridors on a nightly basis.

2. Vacuum and spot clean all carpeted areas nightly.

3. Shampoo all carpet semi-annually.

4. Sweep, spot clean, and damp mop all hard surface floors nightly.

5. Strip, seal, and re-wax all hard surface floors annually. At least five coats of wax per application are required.

6. Spot clean all walls and door glass nightly.

7. Clean and polish drinking fountains nightly.

8. Low and high dusting of all horizontal building surfaces weekly.

9. Clean glass partitions weekly.

10. Brush down all wall and ceiling vents monthly.

11. Shower Scrub and Recoat hard surfaces Quarterly.

12. Burnish hard surfaces Bi-weekly

**Alternate Services**

13. Shampoo all carpet four times per year.

**C. Elevators Including Garage Elevators**

**Basic Services**

1. Clean cab doors, frames, door tracks, vacuum carpets and clean/polish hard floors nightly.

2. Clean ceiling panels weekly.

3. Shampoo all carpet semi-annually.

4. Strip, seal, and re-wax all hard surface floors Semi-annually. At least five coats of wax per application are required.

5. Shower scrub and recoat all hard surface floors quarterly.

6. Burnish hard flooring bi-weekly.

**Alternate Services**

7. Shampoo all carpet four times per year.

**D. Restrooms**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Spot clean all walls nightly.

3. Wash all toilet partitions nightly.

4. Thoroughly clean and disinfect all surfaces of all plumbing fixtures nightly.

5. Remove all graffiti nightly.

6. Polish all metal and materials nightly.

7. Perform high and low dusting weekly.

8. Scrub floors. No wax is required.

9. Refill soap, towel and tissue containers nightly.

10. Brush down all wall and ceiling vents monthly.

**E. Departmental Offices**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Vacuum and spot clean all floors nightly.

3. Shampoo all carpet or strip and wax all hard surface floors annually. At least three coats of wax per application are required.

4. Spot clean entry doors and glass storefronts nightly.

5. Spot clean all walls and glass partitions weekly.

6. Spot clean around all wall switches twice weekly.

7. Low and high dusting of all horizontal building surfaces weekly.

8. Brush down all wall and ceiling vents monthly.

9. Dust Venetian blinds monthly.

10. Shower scrub and recoat all hard surface floors quarterly.

11. Shampoo carpet or strip and wax all hard surface floors semi-annually. At least five coats of wax per application are required.

**F. Private Offices**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Vacuum carpet weekly.

3. Shampoo all carpet or strip and wax all hard surface floors annually. At least three coats of wax per application are required.

4. Spot clean all walls weekly.

5. Spot clean around all wall switches weekly.

6. Low and high dusting of all horizontal building surfaces weekly.

7. Brush down and damp wipe all wall and ceiling vents monthly.

8. Dust Venetian blinds monthly.

9. Shower scrub and recoat all hard surface floors quarterly.

10. Shampoo carpet or strip and wax all hard surface floors annually. At least five coats of wax per application are required.

**G. Classrooms/Auditoriums**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Vacuum and spot clean all floors nightly.

3. Shampoo all carpet or strip and wax all hard surface floors semi-annually. At least three coats of wax per application are required.

4. Spot clean all walls weekly.

5. Counter tops, desks, and sinks are to be cleaned and cabinets are to be damp wiped nightly.

6. Spot clean around all wall switches weekly.

7. Low and high dusting of all horizontal building surfaces weekly.

8. Brush down all wall and ceiling vents monthly.

9. Dust Venetian blinds monthly.

10. Clean blackboards and marker boards nightly. Erasures ONLY when indicated by a notation on the board.

11. Shower scrub and recoat all hard surface floors quarterly.

**H. Library**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Vacuum and spot clean all carpet nightly.

3. Spot clean and damp mop all vinyl surfaces nightly.

4. Shampoo or strip and re-wax semi-annually. At least three coats of wax per application are required.

5. Spot clean entrance doors and glass storefronts nightly.

6. Spot clean all walls weekly.

7. Low and high dusting of all horizontal building surfaces weekly.

8. Brush down all wall and ceiling vents monthly.

9. Dust Venetian blinds monthly.

**I. Departmental Library/Conference Room**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Vacuum and spot clean floors nightly.

3. Shampoo all carpet annually and when requested or strip and re-wax hard surface floors annually and when requested. At least three coats of wax per application are required.

4. Spot clean all walls weekly.

5. Counter tops, desks, and sinks are to be cleaned and cabinets are to be damp wiped nightly.

6. Spot clean around all wall switches weekly.

7. Low and high dusting of all horizontal building surfaces weekly.

8. Brush down all wall and ceiling vents monthly.

9. Dust Venetian blinds monthly.

10. Clean blackboards and marker boards nightly. Erasures ONLY when indicated by a notation on the board.

11. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

12. Shower Scrub and Recoat hard surfaces quarterly.

13. Burnish hard surfaces bi-weekly

**J. Laboratories**

**Basic Services**

1. Empty and damp wipe trashcans and replace plastic liners nightly.

2. Strip and re-wax floors annually. At least five coats of wax per application are required.

3. Sweep floors nightly.

4. Damp mop and spot clean floors nightly.

5. Spot clean walls semi-annually.

6. Damp wipe all vents quarterly.

7. Sweep floors nightly.

8. Strip and wax hard surface floors annually. At least five coats of wax per application are required.

9. Shower Scrub and Recoat hard surfaces quarterly.

10. Burnish hard surfaces bi-weekly

**K. General Cleaning Services**

The following general services will be performed as minimum services at the frequencies noted.

**1. Nightly Service**

a. Sweep stairways, dust handrails, and stair molding nightly.

b. Sweep and pick up around all outside lobby entrances and building entrances nightly.

c. Vacuum all throw rugs in high traffic areas nightly.

d. Inside delivery areas are to be polished to maintain a clean appearance nightly.

e. Vending areas are to be cleaned, vacuumed, mopped, dusted, and polished nightly.

f. Public telephone booths and/or stalls are to be cleaned, and telephone instruments are to be dusted and damp cleaned nightly.

g. All elevators (including garage elevators), entrances, and lobbies are to be cleaned nightly.

h. Guard Shacks are to be cleaned nightly.

i. Sweep and wash area drive directly in front of the "U" Building, Aston Ambulatory Care Center, nightly.

**2. Weekend Service**

Minimum service to high traffic areas are to be completed once nightly after 5:00 p.m. on Saturday and Sunday

a. Areas include:

1. "C" Building

-Public corridors level one.

-Public restrooms level one.

2. "D" Building

-Public corridors level one.

-Public restrooms level one.

-Vending machine area level one.

-Lounge areas level one.

3. "E" Building

-Public corridor 2.4.

-Public corridor 2.5.

b. Services to include:

1. Empty trash cans.

2. Spot clean floors.

3. Restock paper towels, tissue paper, and soap in restrooms.

4. Wet mop or vacuum spillage as needed.

5. Spot clean restrooms.

**L. Monthly Service** (Minimal service to be completed at least once every month).

a. Clean glass that is reachable inside and out of buildings "D", "C", "N", and "E" entrances (also as required for special activities). This work is to be done during the daytime hours.

b. Clean light fixtures as requested by University.

**Clinical Building Cleaning Schedule**

**A. General (For all rooms/areas)**

1. Daily spot clean carpeting.

2. Weekly spot clean walls and wall switches.

3. Monthly dust horizontal building surfaces.

4. Monthly dust all blinds.

**B. Entrances and Lobbies**

1. Continuously during the day and once at night empty trashcans and replace trashcan liners.

2. Continuously during the day spot clean floors.

3. Daily remove debris.

4. Daily sweep, damp mop hard surface floor

5. Daily vacuum all carpets.

6. Daily vacuum walk off mats.

7. Daily clean (inside and outside) all entryway plate glass. Entryway plate glass will be without streaks, film, deposits, and stains and has a uniformly bright appearance. Wipe clean adjacent surfaces.

8. Daily clean and polish entrance door pulls and thresholds. Door metal will be free of smears, stains and finger marks. Door thresholds will be free of dirt, grit, lint and debris.

9. Daily dust all furniture.

10. Weekly dust (using a chemically treated dust cloth) all handrails and supports. Handrails and supports will be free of dirt and dust, dust streaks, lint and cobwebs.

11. Monthly clean all baseboards.

12. Annually brush wall and ceiling vents.

13. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

14. Shower scrub and recoat hard surfaces quarterly.

15. Burnish hard surfaces bi-weekly

**C. Public Corridors**

1. Daily empty trashcans, replace trashcan liners.

2. Daily remove debris.

3. Daily sweep and dust mop hard surface floor

4. Daily vacuum all carpets.

5. Daily vacuum walk off mats.

6. Daily clean and polish drinking fountains.

7. Weekly clean all walls and door glass.

8. Weekly sweep and damp mop hard surface floor.

9. Weekly dust all horizontal surfaces.

10. Weekly dust (using a chemically treated dust cloth) all handrails and supports. Handrails and supports will be free of dirt and dust, dust streaks, lint and cobwebs.

11. Monthly clean all baseboards.

12. Annually brush wall and ceiling vents.

13. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

14. Shower scrub and recoat hard surfaces quarterly.

15. Burnish hard surfaces bi-weekly

**D. Offices**

1. Daily empty trashcans and replace trashcan liners when wet, as necessary, at least one time per week. Damp wipe trashcans as needed.

2. Daily sweep, dust mop hard surface floor

3. Weekly sweep and damp mop hard surface floors.

4. Weekly vacuum all carpets.

5. Dust horizontal surfaces weekly.

6. Monthly clean all baseboards.

7. Annually brush wall and ceiling vents.

8. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

9. Shower Scrub and Recoat hard surfaces quarterly.

10. Burnish hard surfaces bi-weekly

**E. Departmental Offices**

1. Daily empty trashcans and replace trashcan liners when wet, as necessary, at least one time per week. Damp wipe trashcans as needed.

2. Daily sweep, damp mop hard surface floors.

3. Daily vacuum all carpets.

4. Dust horizontal surfaces weekly.

5. Weekly spray buff all hard surface floors.

6. Annually brush wall and ceiling vents.

7. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

8. Shower scrub and recoat hard surfaces quarterly.

9. Burnish hard surfaces bi-weekly

**F. Restrooms**

1. Daily empty trashcans, replace trashcan liners. Damp wipe as needed.

2. Daily sweep, dust mop hard surface floor.

3. Daily clean and disinfect toilet partitions.

4. Daily clean and disinfect all lavatory fixtures.

5. Daily clean mirrors. Mirrors will be without streaks, film, deposits, and stains and has a uniformly bright appearance. Wipe clean adjacent surfaces.

6. Daily clean and polish metal. Metal will be free of smears, stains and finger marks.

7. Daily remove graffiti.

8. Weekly sweep, damp mop hard surface floor.

9. Weekly wash all tile walls.

10. Weekly spray buff all vinyl composite tile floors.

11. Monthly clean all baseboards.

12. Annually strip and seal all hard surface floors.

13. Annually brush wall and ceiling vents.

14. Dust horizontal surfaces weekly

**G. Stairways and Landings**

1. Daily empty trashcans, replace trashcan liners.

2. Daily remove debris.

3. Daily sweep, dust mop hard surface floor

4. Daily vacuum all carpets.

5. Daily vacuum walk off mats.

6. Weekly sweep and damp mop hard surface floor

7. Monthly spray buff all hard surface floors.

8. Monthly dust (using a chemically treated dust cloth) all handrails and supports. Handrails and supports will be free of dirt and dust, dust streaks, lint and cobwebs.

9. Monthly clean all baseboards.

10. Annually brush wall and ceiling vents.

11. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

12. Shower scrub and recoat hard surfaces quarterly.

13. Burnish hard surfaces bi-weekly

**H. Classrooms**

1. Daily empty trashcans, replace trashcan liners.

2. Daily remove debris.

3. Daily sweep, damp mop hard surface floor

4. Daily vacuum all carpets.

5. Daily damp wipe all furniture, countertops and cabinets.

6. Daily clean sinks.

7. Daily clean blackboards and marker boards.

8. Weekly dust (using a chemically treated dust cloth) all handrails and supports. Handrails and supports will be free of dirt and dust, dust streaks, lint and cobwebs.

9. Monthly clean all baseboards.

10. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

11. Shower scrub and recoat hard surfaces quarterly.

12. Burnish hard surfaces bi-weekly

13. Annually brush wall and ceiling vents.

14. Annually brush wall and ceiling vents.

**J. Treatment/Examination/Clinical Rooms**

1. Daily empty trashcans, replace trashcan liners.

2. Daily sweep, damp mop hard surface floor

3. Daily vacuum all carpets.

4. Daily dust all furniture.

5. Monthly clean all baseboards.

6. Weekly dust horizontal building services

7. Monthly brush walls and ceiling vents

8. Weekly dust Venetian blinds

9. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

10. Shower scrub and recoat hard surfaces quarterly.

11. Burnish hard surfaces bi-weekly

**L. Laboratories**

1. Daily empty trashcans, replace trashcan liners.

2. Daily sweep, damp mop hard surface floor

3. Daily vacuum all carpets.

4. Daily dust all furniture.

5. Weekly spray buff all hard surface floors.

6. Monthly clean all baseboards.

7. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

8. Shower scrub and recoat hard surfaces quarterly.

9. Burnish hard surfaces bi-weekly

**M. Conference Room and Break Rooms**

1. Daily empty trashcans, replace trashcan liners.

2. Daily sweep, damp mop hard surface floor

3. Daily vacuum all carpets.

4. Daily clean sinks.

5. Daily damp wipe all furniture, countertops and cabinets.

6. Monthly spray buff all hard surface floors.

7. Two times per year shampoo carpet or strip, seal and re-wax hard surface floors.

8. Annually clean all baseboards.

9. Annually brush wall and ceiling vents.

**O. Elevators**

1. Daily remove debris.

2. Daily sweep, damp mop hard surface floor

3. Daily vacuum all carpets.

4. Daily vacuum walk off mats.

5. Daily clean (inside and outside) all surfaces. Elevator walls and surfaces will be without streaks, film, deposits, and stains and has a uniformly bright appearance. Wipe clean door tracks.

6. Daily clean and polish elevator metal surfaces. Door metal will be free of smears, stains and finger marks.

7. Shampoo carpet and/or strip and wax hard surface floors annually. At least five coats of wax per application are required.

8. Shower scrub and recoat hard surfaces quarterly.

9. Burnish hard surfaces bi-weekly

**Q. Aston Center Additional Work**

1. All regular services will be performed after 5:00 p.m. or Saturday and Sunday on a five day per week schedule.

2. University observes approximately ten (10) holidays per year. A request for services will be issued for services on these holidays, if required.**]**

**Attachment A**

**to SCHEDULE 1**

**Standards for Custodial Services**

**[Option (The following is a sample for Standards for Custodial Services. If University chooses to use this sample, University must review and revise to meet University’s specific needs.):** In accordance with **Section 5** of this Agreement, Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with this Agreement (including the following standards), the highest standards of Contractor’s business, and in compliance with all Applicable Laws:

**1. Sweeping:** Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods as appropriate for the location and situation.

Standard: When properly completed a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under of' around furniture parts. All items moved to remove dirt, etc. will be returned to their original location.

**2. Wet Mopping:** Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed a wet mopped floor will be free of all dirt, debris soil, liquids or other foreign material. It will present a uniform appearance free of streaks smudges, heel-marks or any other marks which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed or the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

**3. Damp Mopping:** Damp mopping is defined as the use of a cotton or similar yam type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed damp mopping will be held to the same quality standard sawed mopping.

**4. Machine Mopping:** Machine mopping is defined as the use of a mechanized scrubbing/vacuum same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed machine mopping will be held to the same quality standard as wet mopping.

**5. Spot Cleaning:** Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, wall, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling.

Standard: When properly completed spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

**6. Stripping:** Stripping is defined as the complete (as is practicable removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.

Standard: When properly accomplished a stripped floor will be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and will be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures will be removed.

**7. Sealing:** Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer’s recommendation the floor will present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

**8. Waxing/Finishing:** Waxing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish.

Standard: When applied according to the manufacturer’s recommendations the finish will present an even high gloss shine. M evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

**9. Spray Buffing:** Spray buffing is defined as the application of a wax and water solution to a floor and buffing with a high speed-buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed a spray buffed floor will be held to the same quality as a newly waxed/finished floor.

**10. Vacuuming:** Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and any other foreign material from carpeted floors and other items; ex. couches, chairs, walls, curtains/drapes; which lend themselves to this method of cleaning.

Standard: When properly vacuumed there will be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions.

**11. Shampooing:** Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized.

Standard: When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and will present a clean and uniform appearance. All excess cleaning agents will be removed from baseboards, walls, and furniture and fixtures. Any items moved during this process will be returned to their original positions.

**12. Dusting:** Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

**13. Glass/Window Cleaning** - Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass window, doors, partitions, or any other items which may consist in whole or part of a glass or similar material including mirrors. All chemicals or solutions used to accomplish this task must be approved by University.

Standard: When properly cleaned glass objects will be free of all dirt, soil, smudges, smears or any other substances which will interfere with the passage or reflectance of light rays as may be applicable to the particular object. All excess spray or solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

**14. Trash/Waste Removal:** Trash/Waste removal is defined as the collection and disposal of all materials which have been placed into appropriate containers dedicated for disposal. This service also includes the separation of identified recyclable materials and placement into an identified recycling container (Optional, use if applicable).

**15. Recycling:** All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for transportation.

Standard: When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it will be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner will be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected. (Recyclable materials will be separated and placed into their appropriate containers).

**16. Metal Cleaning/Polishing:** Metal cleaning/polishing is defined as the removal of dirt, soil fingerprints, smudges, water marks, scale and other foreign material from metal surfaces and fixtures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish the metal surface will present a clean uniform appearance free from all dirt, soil, marks, smudges, scale, etc.

**17. Disinfecting:** Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated through the application of an approved disinfectant by either manual or mechanical methods.

Standard: When properly disinfected surfaces will be as free as possible of material containing living bacteria, viruses, or other contaminates capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

**18. Woodwork Cleaning/Polishing:** Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

**19. Dispenser Service:** Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, soap, or any other dispensers which may be identified by University.

Standard: When properly serviced dispensers will have an adequate (I day) supply of dispensed product or will be identified as needing a follow-up check to insure that the dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/patients/employees to install in the dispensers.

**20. Cleaning General:** Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by University.

Standard: When properly cleaned an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present clean, safe, healthful, and pleasant appearance.**]**

**SCHEDULE 2**

**Map of Service Areas**

**SCHEDULE 3**

**Historically Underutilized Business Subcontracting Plan**

**[Option: SCHEDULE 4**

**Map of Space]**

**[Option: SCHEDULE 5**

**Roster]**

**[Option (Include if federal contract provisions are included in this Agreement.): SCHEDULE \_\_\_**

**Affirmative Action Compliance Program]**