

**AMENDMENT No. 5
TO AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND EMBASSY RECORDS MANAGEMENT AND STORAGE**

This Amendment No. 5 (“Amendment”) serves to amend the Services Agreement, effective August 23, 2016, between The Texas A&M University System (“System”) and Embassy Records Management and Storage (“PROVIDER”), and is effective July 7, 2022 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

2. TERM OF THE AGREEMENT

This agreement shall be extended for the period beginning August 24, 2022 and ending on August 23, 2023.

8. MISCELLANEOUS

- X. **Dealings with Public Servants Affirmation.** PROVIDER has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- Y. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, PROVIDER certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.
- Z. **Firearm Entities and Trade Associations Discrimination.** To the extent applicable, PROVIDER verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, PROVIDER shall promptly notify A&M System.
- AA. **Energy Company Boycotts.** To the extent applicable, PROVIDER represents and warrants that: (1) it does not, and will not for the duration of the

contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Exhibit B is hereby deleted and replaced with the following:

EXHIBIT B – PRICING

MEMBER locations in Brazos County

Offsite Shredding ²	
Container Size	Price per container
Console	\$22.50
64 gallon container	\$22.50
96 gallon container	\$35.50

Onsite Shredding ²	
Container Size	Price per container
Console	\$22.50
64 gallon container	\$22.50
96 gallon container	\$35.50

Other Services/Fees	
Service	Rate
Media Destruction	\$1.20 per pound
Bulk Shred – per LB	\$0.18 per pound
Min. Service Charge	\$30.00
Trip Charge ³	\$14.50
One-time shredding	\$47.50 per 64 gallon container

MEMBER locations outside of Brazos County¹

Offsite Shredding	
# of containers serviced ⁴	Price per container
1 container ⁵	\$35.50
2-6 containers ⁵	\$29.00
7-15 containers	\$24.00
16+ containers	\$18.00

Other Services/Fees	
Service	Rate
Bulk shred/one-time service	\$47.50 per 64 gallon container

1 – Containers serviced outside Brazos County are at the sole discretion of Embassy related to our existing service areas

2 – Pricing is for regularly scheduled service, standard rate for all unscheduled services is \$47.50 per container.

3 – Trip charge will be charged when services cannot be performed (i.e. locked building, bin not accessible)

4 – Service location is considered anywhere on the MEMBER's main campus. Locations off of the main campus will be considered an additional stop.

5 – Container includes 35 gallon consoles and 64 gallon shred bins.

All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

DocuSigned by:
Jeff Zimmermann
By: _____
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Jeff Zimmermann
Director, Procurement & Business Services

Date: 7/29/2022 | 3:46:09 CDT

Embassy Records Management and

Storage:

By: *JARED SNOW*



Date: 7/29/22