



THE TEXAS A&M UNIVERSITY SYSTEM

FACILITIES AND OTHER SERVICES AGREEMENT

This Facilities and Other Services Agreement (“Agreement”) is entered into between The Texas A&M University System, Texas A&M University (collectively, “Texas A&M”) and Southeast Service Corporation, a Tennessee corporation, d/b/a SSC Services for Education (“SSC” or “vendor”) (individually, the “Party”, and collectively, the “Parties”), and is effective August 1, 2024 (“Effective Date”). SSC and Texas A&M agree as follows:

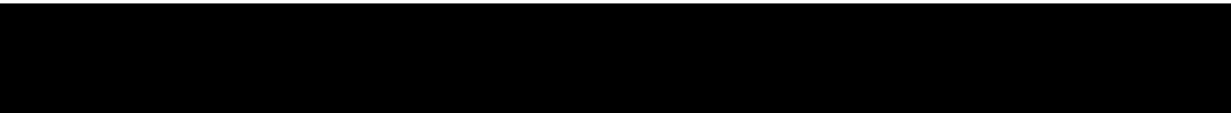
1. TERM OF THE AGREEMENT

- 1.1 **Term.** This Agreement shall commence on the Effective Date and shall terminate on the expiration of ten (10) years from the Effective Date (referred to herein as the “Initial Term”), unless terminated earlier as provided in this Article 1 or Article 14. Either Party may renew this Agreement for an additional two-year period (“Renewal Term”) with written notice to the other Party of not less than 180 days before the end of the Initial Term. The Initial Term and Renewal Term are collectively referred to as the “Term”).

2. COMPENSATION

2.1 **One-Time Signing Bonus.**

SSC shall make a one-time aggregate signing bonus payment to Texas A&M in a total amount equal to [REDACTED] (the “Signing Bonus”). The Signing Bonus will be paid in two equal installments, with the first installment to be paid upon the full execution of the Agreement, and the second installment to be paid on the first anniversary of the date of execution of this Agreement. The Signing Bonus will be unrestricted and may be used by Texas A&M for any purpose at its sole discretion. The Signing Bonus is based on the combined modeled revenues associated with custodial, maintenance, landscape and EDCS services. To the extent there is a material change in such modeled revenues during the Term of the Agreement, the Parties shall negotiate in good faith the appropriate financial adjustments to the Signing Bonus or operational adjustments to the Agreement relative to the impact of the material change. Further, and for the avoidance of doubt, the Signing Bonus has been reduced by mutual agreement of the Parties from the allocations set forth in SSC’s Proposal submitted in response to RFP01-CHAN-23-138 by an amount equal to the newly provided employee health benefit payments set forth in Section 4.2 of the Agreement.



2.3 **Fee; Adjustments.**

a. **Fee.** Fees listed below are initial fees for contracting purposes based upon Best and Final Offer (“BAFO”) submitted during the procurement process. Final scope and any adjustments to pricing will be agreed upon in writing and finalized within 90 days of execution of this Agreement. BAFO pricing is shown in Table 2.3 below (“Base Fees”). Upon execution of finalized pricing, payments shall be disbursed in equal monthly payments. At the end of each year of this Agreement, the Base Fees (project management fee percentages excluded) shall be adjusted by the Annual Adjustment Rate. The “Annual Adjustment Rate” is defined as the percentage change in the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), All workers, as found at this following link: <https://www.bls.gov/news.release/eci.t05.htm> (“ECI”) for the most recently published 12 month period by the United States Department of Labor, Bureau of Labor Statistics, [REDACTED]. Notwithstanding the forgoing, if the percentage change in ECI is a negative percentage, the Base Fees will remain the same from the prior year. Notice of such adjustments must be provided to Texas A&M in writing at least 30 days prior to the effective date of the new Base Fees. Commencing as of August 1, 2025 and for each year thereafter, SSC shall establish a compensation pool of [REDACTED] for SSC employees that supports discretionary wage increases based on performance and market conditions with a minimum of [REDACTED] of the pool supporting hourly associates.

- (1) **Landscape Fee.** The initial aggregate landscape price (“Landscape Base Fee”) is anticipated to be approximately [REDACTED] per year for the first year of service. This is broken out based upon the lists/maps submitted during the RFP process and attached herein as Exhibit A.
 - The initial anticipated price for landscape services for Texas A&M University (“TAMU”) is [REDACTED] per year for the first year of service.
 - The initial anticipated price for landscape services for Texas A&M University System (“TAMUS”) is [REDACTED] per year for the first year of service.
 - The initial anticipated price for landscape services for RELLIS (“RELLIS”) is [REDACTED] per year for the first year of service.
 - The initial anticipated price for landscape services the Texas A&M University at Galveston (“TAMUG”) is [REDACTED] per year for the first year of service.

- (2) **Custodial Fee.** The initial aggregate custodial price (“Custodial Base Fee”) is anticipated to be approximately [REDACTED] per year for the first year of service. This is broken out based upon list submitted during the RFP process and attached herein as Exhibit B.
 - The initial anticipated price for custodial services for George Bush Library (“GBL”) is [REDACTED] per year for the first year of service. This base fee would be contingent upon meeting any stipulations included

within the National Archives and Records Administration (“NARA”) agreement. This base would be adjusted as necessary.

- The initial anticipated price for custodial services for TAMU is [REDACTED] per year for the first year of service.
- The initial anticipated price for custodial services for TAMUS is [REDACTED] per year for the first year of service.
- The initial anticipated price for custodial services for RELLIS is [REDACTED] per year for the first year of service.
- The initial anticipated price for custodial services for TAMUG is [REDACTED] per year for the first year of service.

(3) **Maintenance Fee.** The initial aggregate maintenance fee (“Maintenance Base Fee”) is anticipated to be approximately [REDACTED] per year for the first year of service. This is broken out based upon the list submitted during the RFP process and attached herein as Exhibit C.

- The initial anticipated price for maintenance services for GBL is [REDACTED] per year for the first year of service. This base fee would be contingent upon meeting any stipulations included within the NARA agreement. This base would be adjusted as necessary.
- The initial anticipated price for maintenance services for TAMU is [REDACTED] per year for the first year of service.
- The initial anticipated price for maintenance services for TAMUS is [REDACTED] per year for the first year of service.
- The initial anticipated price for maintenance services for RELLIS is [REDACTED] per year for the first year of service.
- The initial anticipated price for maintenance services for TAMUG is [REDACTED] per year for the first year of service.

(4) **Project Management Fee.** The initial project management fee (“Project Management Base Fee”) is [REDACTED] per year for the first year of service. The initial project management fee of [REDACTED] is inclusive of base staffing and transition employees. Any additional staffing beyond base staffing and transitional employees shall be paid via the management fees outlined below. A project management fee of [REDACTED] shall be added to the total cost of any construction, renovation and/or building improvement project up to [REDACTED], on projects over [REDACTED] the associated fee shall be [REDACTED]. Contingent on available funding, Texas A&M anticipates annual spend of approximately [REDACTED] (“Annual Spend”) for such construction, renovation, and/or building improvement projects. If, during any two consecutive years during the Term, the Annual Spend is not achieved, and the previous years within the Term do not compensate for the difference, SSC reserves the right to potentially renegotiate impacts to Signing Bonus.

Table 2.3

Entity	
GBL	
TAMU	
TAMUS	
RELLIS	
TAMUG	
Total	
Project Management Base	

- b. **Adjustment for Change in Services.** Should Texas A&M request a change in Services for reason of a change in tasks or frequencies to be performed or a significant change in the use of the Premises, or any other similar change in Services, and should such change in Services result in an increase or decrease in costs to SSC, the Base Fees shall be adjusted as negotiated by Parties, such adjustment taking effect from the date of the change in Services. If there is a change in the size of the Premises, the Base Fees shall be adjusted using the rates specified in Exhibit D, such adjustment taking effect from the date of the change in Services. A formal adjustment process must be agreed upon by both parties to document changes.
 - c. **Adjustment for Material Changes in Costs.** If, as a direct result of a change in applicable laws or regulations affecting the underlying financial assumptions of this Agreement (such as tax rates, labor laws, or health care), SSC can demonstrate an annual increase in SSC's direct costs to perform the Services of [REDACTED] or greater, the parties shall negotiate an equitable adjustment to the Base Fees to be paid under this Agreement.
- 2.4 **Invoicing.** At the beginning of each calendar month, SSC shall submit to Texas A&M an invoice covering the Services to be performed during the prior calendar month. Any additional services (as described in Section 5.5, 6.5 or 7.5 below, that were approved in advance in writing by Texas A&M), performed during that calendar month, will be included in the next invoice, which will be accompanied by documentation that Texas A&M may reasonably request to support the invoice amount.
- 2.5 **Payment.** Texas A&M shall pay each invoice in accordance with the Texas Prompt Payment Act (Prompt Pay Act) (Sec. 2251.021(a), *Texas Government Code*). To the extent payment is not received in accordance Prompt Payment Act of the previously noted, Texas A&M may be required to pay interest at the rate set forth in Sec. 2251.026, *Texas Government Code*) until SSC receives payment in full.

3. GENERAL SERVICES

3.1 Supervision; Coordination.

- a. Texas A&M shall appoint appropriate personnel for monitoring and compliance of this Agreement. Based upon entities listed in Section 2.3, contract administration shall be as follows:
- (1) Systemwide Contract Administrator – Provides overall expertise related to this Agreement and any subsequent agreements that may be entered into by other members of the Texas A&M University System. Meets no less often than semi-annually with SSC President and/or his/her designee.
 - (2) Designated Contract Administrators
 - System Contract Administrator – Initial contact person for purposes of the day-to-day administration of this Agreement pertaining to facilities listed in Exhibit A, Exhibit B, and/or Exhibit C for the following entities:
 - TAMUS
 - RELLIS Contract Administrator – Initial contact person for purposes of the day-to-day administration of this Agreement pertaining to facilities listed in Exhibit A, Exhibit B, and/or Exhibit C for the following entities:
 - TAMUS (at RELLIS)
 - TDEM
 - TTI
 - TEEX (at RELLIS)
 - TAMU Contract Administrator – Initial contact person for purposes of the day-to-day administration of this Agreement pertaining to facilities listed in Exhibit A, Exhibit B, and/or Exhibit C for the following entities:
 - TAMU
 - TAMHSC
 - Ag Extension
 - Ag Research
 - TEEX
 - TVMDL
 - GBL
 - TAMUG Contract Administrator – Initial contact person for purposes of the day-to-day administration of this Agreement pertaining to facilities listed in Exhibit A, Exhibit B, and/or Exhibit C for the following entities:
 - TAMUG

All matters affecting the terms of this Agreement or the administration thereof shall be referred to the Designated Contract Administrators. The Designated Contract Administrators shall be contacted for changes or amendments to this Agreement, including but not limited

to, changes in the scope of work (including any additional work described in Section 5.5, 6.5, or 7.5, below), period of performance, cost, and report requirements. Only the Designated Contract Administrators may notify SSC of any such approval by Texas A&M and SSC proceeds at its own risk if it fails to receive such notification from the appropriate Designated Contract Administrators.

The Designated Contract Administrators shall meet, at a minimum, quarterly with the Systemwide Contract Administrator to discuss any contractual items, present performance measures and reports, and certify compliance with all deliverables within the Agreement.

The initial Systemwide Contract Administrators shall be Ralph Davila, Director, and Valerie Hadley, Associate Director. The initial System Contract Administrator is pending and will be updated within 90 days of execution of the Agreement. The initial RELLIS Contract Administrator is pending and will be updated within 90 days of execution of the Agreement. The initial TAMU Contract Administrator shall be Heather Quiram, Director for Facilities Management. The initial TAMUG Contract Administrator shall be Grant Shallenberger, Associate Vice President. If in the future personnel in any of these roles change, Texas A&M will provide notice of such change to SSC in writing.

- b. SSC shall provide, at all times, adequate and expert supervisory staff (“Supervisory Staff”) assigned exclusively to Texas A&M to manage SSC’s employees in providing the Services. Supervisory Staff shall be at the Premises at all times while SSC is providing the Services and may not leave the Premises until all Services and related security matters have been completed each night. Neither Texas A&M nor any representative of Texas A&M shall supervise SSC’s employees, personnel, or agents performing the Services.
- c. The SSC Executive Staff shall coordinate all activities connected with the provision of the Services and shall meet with Designated Contract Administrators periodically, no less often than monthly, on agreed dates and times, to coordinate the enforcement of Texas A&M’s policies, the implementation of Texas A&M’s suggestions and requests, and the prompt resolution of complaints. SSC shall provide the following executive positions (“SSC Executive Staff”):
 - (1) Regional Vice President
 - (2) Regional Director of Operations – Custodial
 - (3) Regional Director of Operations – Maintenance
 - (4) Regional Director of Operations – Landscape
 - (5) Regional Director of Operations – Engineering, Design, and Construction Services
 - (6) Human Resources Manager
- d. SSC shall advise Texas A&M’s representative of the mobile telephone numbers of the SSC Executive Staff and shall arrange for at least one of the SSC Executive Staff to be available at all times (24 hours a day, seven days a week, 365/366 days a year) by telephone.
- e. The Supervisory Staff shall become familiar with Texas A&M’s emergency, fire, and disaster plans for the Premises.

- 3.2 **Customer Service.** For campuses with their own automated work order system, SSC agrees to work with the campus to utilize their system assuming it provides the appropriate level of detail and functionality necessary for SSC to perform services. For campuses without their own automated work order system, SSC agrees to provide a system with the ability to have users request services and track the status of their requests. The entity with ownership of the system will be responsible for training the other party on the automated work order system. Both parties shall have full access to the system for transparency and collaboration. This allows for prompt resolution of any customer service concerns and monitoring. All SSC employees shall be granted access to Texas A&M's intranet and automated work order systems provided they follow Texas A&M access procedures. For entities with their own automated work order system, for each year during the Term of the Agreement, SSC shall contribute funds towards software licensing and maintenance costs for the system. Texas A&M, College Station currently utilizes AiM work management system. SSC shall contribute [REDACTED] annually based upon the robust nature of the system. If campus has ownership of the system, they shall coordinate down time and/or updates of the system as to not impact SSC's ability to perform services.

For collaboration and ensuring a timely response, as well as expediting services, Texas A&M shall grant SSC view only/read only access to their Building Automation System. This access will allow SSC to provide better services and response timing for HVAC concerns.

3.3 **Quality Assurance**

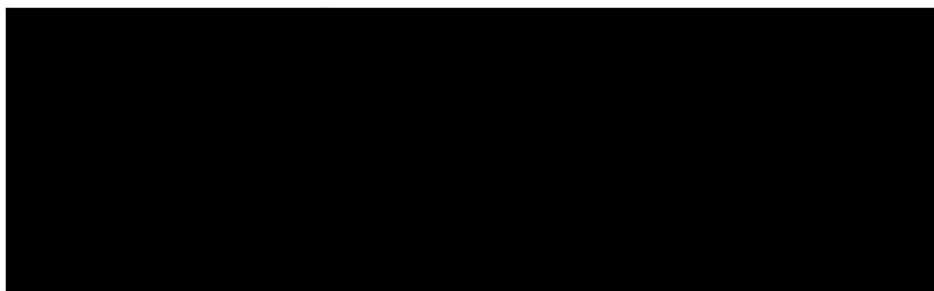
- a. Consistent with the requirements of the Agreement, a mutually agreed upon quality assurance program has been developed to include agreed-upon benchmarks for satisfaction, tools and metrics to measure quality levels of service, including real-time tracking mechanisms, and action plans to correct any deficiencies (collectively, "Performance Measures"). The Parties will use the performance measurement evaluation tool attached and incorporated herein as Exhibit E to rate SSC's adherence to the Performance Measures and to determine the amount, if any, of incentive and/or reductions to be made to the amounts payable to SSC by Texas A&M hereunder. SSC and Designated Contract Administrators will review the performance measurement tool and make any mutually agreed revisions within ninety (90) days of the Effective Date in consultation with the Systemwide Contract Administrator. Any Performance Measures that utilize the work management system for purpose of measuring metrics shall be contingent on proper functionality and accurate reporting of the work management system. Changes to the work management system that could impact Performance Measures must be mutually agreed upon by SSC and Designated Contract Administrators. Thereafter, the performance measurement program may be modified on an annual basis by mutual written agreement and in consultation with the Systemwide Contract Administrator.
- b. Texas A&M may inspect SSC's operations, performance of the Services, and completed or in-progress work projects at any time to determine that the standards of quality and cleanliness are being met. In addition, representatives of Texas A&M shall perform, at a minimum, monthly inspections of the Premises to ensure compliance with this Agreement. SSC shall submit monthly inspection reports to Designated Contract Administrators for review. SSC and Texas A&M shall agree upon an appropriate inspection process for consistency in evaluation.

- c. At Texas A&M's request, SSC shall provide additional reports on inspections, schedules, equipment, staffing, emergencies, security problems, or any related matters in connection with the Services. Exhibit F indicates the schedule and minimum reporting requirements for the onset of the Agreement. This list can be modified as mutually agreed upon by Texas A&M and SSC.
- 3.4 **References.** SSC shall identify Texas A&M as a customer in all proposals to prospective customers for services similar to the Services. SSC authorizes Texas A&M to provide information and opinions to SSC's prospective customers as to SSC and the Services, whether favorable or unfavorable. SSC permanently and irrevocably waives any claims, damages, and liabilities of any kind that may result from the disclosure or release of such information and opinions by Texas A&M and its regents, officers, employers, agents, and students.
- 3.5 **Licenses, Permits, and Taxes.** SSC shall secure in its name and at its expense all federal, state, and local licenses and permits required for provision of the Services. SSC shall also pay all taxes which may be levied or incurred in connection with the performance of the Services and other operations under this Agreement, including taxes levied or incurred against SSC's inventory, personal property, fixtures, sales, licenses, income, and any other such taxes.
- 3.6 **Contract Documents.** The Custodial Services, Building Maintenance Services, Landscape Services and Project Management Services shall collectively be referred to as the "Services". Services shall be provided by SSC as more particularly described further within this Agreement and the other documents listed below ("Contract Documents"), listed in order of precedence and incorporated herein:
- a. This Facilities and Other Services Agreement
 - b. All documentation, data, working group information, and presentations as part of the RFP01-CHAN-23-138 process
 - c. SSC's Proposal submitted in response to RFP01-CHAN-23-138, including all subsequently submitted addenda, clarifications, revised offers and responses to questions.
 - d. RFP01 OGC-12-010 *Operation and Management of Building Maintenance Services*, including all addenda and responses to written questions
 - e. SSC's Proposal submitted in response to RFP01 OGC-12-010, including all subsequently submitted addenda, clarifications, revised offers and responses to questions.
 - f. Texas A&M's RFP01 OGC-12-008 *Operation and Management of Landscape Maintenance Services*, including all addenda and responses to written questions
 - g. SSC's Proposal submitted in response to RFP01 OGC-12-008, including all subsequently submitted addenda, clarifications, revised offers and responses to questions
 - h. RFP01 OGC-12-009 *Operation and Management of Custodial Services*, including all addenda and responses to written questions
 - i. SSC's Proposal submitted in response to RFP01 OGC-12-009, including all subsequently submitted addenda, clarifications, revised offers and responses to questions.

4. PERSONNEL

4.1 Employee Benefits.

- a. Subject to meeting applicable eligibility requirements and satisfying standard verification process, SSC employees shall be permitted to participate in the then-current employee health benefits plans offered by SSC. During the Term of this Agreement, each SSC employee performing services at Texas A&M enrolled in health benefits plan shall be provided a monthly stipend in the amounts reflected in Table 4.1 below to off-set the costs of health benefit premiums:



Beginning August 1, 2025, these stipends will be adjusted annually based on the Annual Adjustment Rate.

- b. Flexible Spending Accounts. With respect to SSC employees enrolled in a flexible spending account, SSC shall, during the Term of this Agreement, provide an annual contribution of (i)



- c. Eligibility. With respect to SSC employees performing services at Texas A&M, such employees will be eligible to participate in accelerated enrollment and eligible for health benefits on the first day of the month following 30 days of service. All new hires shall be subject to all other standard eligibility requirements and verification process established by SSC.

4.2 Employee Transition

- a. This section is incorporated herein for historical purposes for employees that transitioned (“Transitioned Employee”) as a result of the contract(s) between Texas A&M and SSC, effective August 3, 2012. This is included to document benefits still in effect for the remaining Transitioned Employees on staff with SSC at the time of execution of this Agreement:
 - (1) Based upon original offers extended, SSC shall retain each Transitioned Employee in that position (subject to any promotions) throughout the Term (including any renewals or extensions) as long as the Transitioned Employee wishes to remain employed; provided that such Transitioned Employee has performed the responsibilities of his/her position at a level that merits continuation in his/her position, complies with SSC personnel/human resource policies and procedures; and is not required by

Texas A&M to be dismissed or reassigned under Section 4.5(c) of this Agreement. Nothing in this section is intended to grant any rights to any party other than SSC and Texas A&M.

- (2) SSC will make its standard benefits package available at its standard benefits costs to all Transitioned Employees, provided that SSC will provide Bridging Credits as defined in subsection d below to Transitioned Employees. Subject to Sections 4.2.a.(3) and (4) below, SSC will provide a benefits credit to the Transitioned Employees to help defray some or all of the additional out-of-pocket premium costs, if any, the employee will incur by receiving medical benefits, dental benefits and vision benefits through SSC. This benefits credit will not account for any other out-of-pocket costs incurred by the employee, including, but not limited to, deductibles or out of pocket costs for prescription drugs.
- (3) A Transitioned Employee will only be entitled to receive a benefits Bridging Credit for a medical plan, dental plan or vision plan that is comparable to the medical plan, dental plan or vision plan, respectively, the employee had prior to the Effective Date (“Bridging Credit”). For the purpose of calculating benefits credits, the term “comparable” shall mean benefits that are comparable in terms of the number of individuals covered by those benefits. By way of example, and not limitation: an eligible employee receiving “employee only” benefits from Texas A&M would be entitled to a benefits credit for additional out of pocket premium costs the employee would incur by electing an “employee only” plan option; an employee receiving “employee + 1” benefits from Texas A&M would be entitled to a benefits credit for additional out of pocket premium costs the employee would incur by electing to receive an “employee + 1” plan options; and an employee receiving “employee + 2 or more” benefits from Texas A&M would be entitled to a benefits credit for additional out of pocket premium costs the employee would incur by electing to receive an “employee + 2 or more” plan option.
- (4) The benefits Bridging Credit from SSC will only apply to individuals hired by SSC who were (1) employed by Texas A&M in the building maintenance, custodial, project management or grounds services departments immediately prior to the Effective Date; (2) who received medical insurance, dental insurance and/or vision insurance through Texas A&M’s benefits program; and (3) who elect to receive medical insurance, dental insurance and/or vision insurance from SSC. Employees whose out of pocket premium costs would be lower through their election of insurance plan(s) than their previous out of pocket medical insurance premiums with Texas A&M will not be entitled to any benefits Bridging Credits. Benefit Bridging Credits apply based on the type of benefits selected (e.g., an employee who previously had medical insurance, dental insurance and/or vision insurance from Texas A&M but does not choose

medical, dental, or vision coverage through SSC will not be entitled to any respective benefits credit for medical, dental and/or vision coverage).

- (5) All Transitioned Employees will be entitled to a continuation in medical benefit, dental benefit and vision benefits provided by SSC. SSC will recognize the Transitioned Employees' hire date by Texas A&M for the purpose of determining each employee's eligibility for benefits and retirement vesting from SSC.
- (6) SSC shall credit each Transitioned Employee with an amount of sick leave equal to his or her Texas A&M sick leave balance as of the Effective Date, up to 80 hours. Such credited sick leave shall not be due upon such employee's departure from SSC, but shall lapse upon such departure. SSC shall then grant each Transitioned Employee sick and vacation leave accrual amounts according to the schedule in effect for Texas A&M's own employees on the Effective Date. SSC agrees to provide 20,000 hours in a sick leave pool for up to 24 months for all Transitioned Employees. SSC and Texas A&M will develop an appropriate process and approval methodology to allow the Transitioned Employees to request sick leave for catastrophic sick leave needs. SSC will then bill Texas A&M for the salary and associated benefits of the Transitioned Employees granted sick leave from the sick leave pool, for the period of the sick leave pool absence.
- (7) To the extent applicable, Texas A&M shall be solely responsible and shall timely report and pay all liabilities and amounts due to the Texas Retirement System for the employment after retirement pension surcharge for employment of working retirees under the Texas Administrative Code and regulations thereunder (see 34 Texas Administrative Code Rule 31.41).

4.3 **Roster**

- a. Each individual who is assigned to perform the Services under this Agreement will be either an employee of SSC (including Transitioned Employees), or an employee of a permitted subcontractor engaged by SSC. SSC is responsible for the performance of all individuals performing the Services under this Agreement.
- b. Within fourteen (14) days after commencing the Services, SSC shall: (1) provide Texas A&M with a roster of every individual who may be assigned to perform the Services ("Roster"), and (2) perform appropriate criminal background and sex offender screenings on all those individuals.
- c. SSC shall determine on a case-by-case basis whether each individual assigned to perform the Services meets the screening requirements and restrictions of SSC. SSC may not knowingly or negligently assign any individual to provide the Services who has a history of criminal conduct unacceptable for a Texas A&M campus, including violent or sexual offenses. The

foregoing must be applied in accordance with federal, state and local laws and the U.S. Equal Employment Opportunity Commission Guidelines.

- d. SSC shall provide to Texas A&M an electronic report that identifies newly terminated or hired employees at the end of each work day on which employees are hired or terminated (“Daily Report”). SSC shall also provide an updated Quarterly Roster (“Quarterly Roster”) which reflects all employee changes from the previous quarter. The Quarterly Roster shall include an indicator identifying all working retirees of the Texas Retirement System. Prior to commencing performance of the Services, SSC shall provide Texas A&M a letter signed by an authorized representative of SSC certifying compliance with this Section 4.3(c). SSC shall provide Texas A&M an updated certification letter with each Quarterly Roster.

4.4 **Training.** As more particularly described in the Agreement, SSC shall present to Texas A&M, for Texas A&M’s approval regarding the content, timing, and frequency of same, a current, relevant, and applicable training program for SSC’s employees, supervisors, managers, and other personnel as may be necessary in conjunction with the provision of the Services and the development of such individuals’ skills, knowledge and career opportunities. At a minimum, such training program shall consist of:

- a. A training program that, at a minimum, will address safety training; technical training; and management training.
- b. Providing opportunities to its personnel to participate in university and industry supported certification programs.
- c. A career ladder along with the development programs and other training for any SSC employees, supervisors, managers, and other personnel as may be necessary to achieve advancement in accordance with the career ladder.

4.5 **Texas A&M Discretion over Assigned Employees**

- a. SSC shall obtain Texas A&M’s advance approval of SSC Executive Staff, such approval not to be unreasonably withheld.
- b. SSC shall obtain Texas A&M’s approval before transferring or reassigning any SSC Executive Staff to another customer, such approval not to be unreasonably withheld.
- c. Texas A&M may require SSC to dismiss or reassign any SSC employee who, in Texas A&M’s sole discretion, is not adding appropriate value to the Services or who hinders the effective delivery of the Services, except as prohibited by applicable law. These requests along with appropriate documentation will route through the Systemwide Contract Administrator.

4.6 **Labor Relations.** SSC shall take immediate and reasonable steps to continue its provision of the Services in the event of any labor dispute or other action involving its employees.

4.7 **Equal Opportunity.** SSC 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, sex, genetic information, or veteran status.

4.8 Special Programs

- a. SSC shall provide not less than ██████ per year to Texas A&M in book scholarships at Texas A&M University for dependents of SSC's employees who provide the Services.
- b. SSC shall implement an educational release time program similar to that in Texas A&M System Regulation 31.05.02, External Employment.
- c. SSC shall provide work study, internship, and management training opportunities to Texas A&M University students to include convenient working locations and flexible work hours.
- d. SSC shall implement programs to provide employment opportunities for the disabled and shall continue Texas A&M's programs with Junction 505, Texas Industries for the Blind and Handicapped, and the Bryan ISD L.I.F.E. program.
- e. SSC employees shall be eligible to purchase Texas A&M Student Recreation Center memberships at the faculty/staff discount rate at no cost to SSC.

4.9 Employee Dishonesty. SSC shall provide evidence that SSC has in place a method by which SSC shall indemnify Texas A&M and its employees, students, faculty, and guests from any pecuniary loss that may be sustained as a result of any act of fraud, dishonesty, forgery, theft, embezzlement, or misappropriation on the part of SSC or any of its employees or subcontractors or agents with whom SSC has a direct contractual relationship ("Direct Subcontractors").

4.10 Identification Badges. Each employee and agent of SSC assigned to duty on the Premises shall prominently display on his or her person at all times while on Texas A&M's premises a Texas A&M identification badge including a picture of the employee or agent. SSC shall collect identification badges from SSC employees prior to separation and turn the badges in to Texas A&M.

4.11 Uniforms. All SSC's "non-management" personnel assigned to duty on the Premises shall wear a uniform while performing their duties, the design and color scheme for which SSC shall coordinate with Texas A&M. Any Texas A&M trademarks which may be used on the uniforms remain the property of Texas A&M. All uniforms shall be neat, clean, well-pressed and in good condition. All subcontractors performing services on the Premise shall be required to wear uniforms, as furnished by such subcontractor's employing agency. Notwithstanding the forgoing, subcontractors providing services only in partitioned areas such as construction sites shall not be required to wear uniforms.

5. CUSTODIAL SERVICES

5.1 Scope. SSC shall provide all management, personnel, materials, supplies and equipment needed to manage, operate, and provide custodial services to Texas A&M ("Custodial Services").

- 5.2 **Premises.** SSC shall perform the Custodial Services on Texas A&M's premises in Brazos County, Texas, and other designated affiliated remote locations, including but not limited to the Texas A&M University campus and facilities operated by member agencies of The Texas A&M University System, as further described in Exhibit B ("Custodial Premises").
- 5.3 **Standard of Performance.** SSC shall use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with the standards specified in this Agreement, all applicable laws, the highest recognized industry standards, and adopted "APPA Levels" (as defined by the Association of Higher Education Facilities Officers (APPA) in Custodial Staffing Guidelines for Education Facilities, 2nd Edition, 1998 and updates) as the standard for performance of the Custodial Services on the Premises. SSC shall perform the Custodial Services without interfering with the activities of Texas A&M's employees, agents, students, or visitors to the greatest extent possible.
- 5.4 **Custodial Work Plan.** Upon the Effective Date, SSC shall begin, in collaboration with Texas A&M, a comprehensive assessment of the custodial program on the Premises. SSC shall devote the staff and information technology resources necessary to complete this assessment within three (3) months from the Effective Date. SSC shall deliver to Texas A&M for approval a detailed work plan which shall align with the mutually agreed upon Performance Measures and Texas A&M facilities process (the "Custodial Work Plan"). The Custodial Work Plan shall address the specific custodial needs of each building type on the Premises, taking into account the particular purpose and nature of each facility type, the established Performance Measures and facilities process. This work plan should also include a detailed staffing plan featuring no less than the following:
- a. Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
 - b. Assign an adequate number of personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
 - c. Provide sufficient personnel in times of staff shortages, extended illness, emergencies, inclement weather, pandemics, and other unforeseen circumstances, to ensure consistent, efficient and satisfactory performance under this Agreement; and
 - d. Indicate a final minimum FTE count by service line based upon the requested service levels by Texas A&M. Allocation of indicated staffing should align with the ones included on the Performance Measures utilized in Exhibit E. This number is acknowledged to be flexible based upon various circumstances. This number may be changed as adjustments are made to Premises and changes to this number could occur, if deemed appropriate by SSC, at the time of the Premises adjustment. Another example that could cause a change to this number could be due to technological advances resulting in less staffing needed to provide Services. Documentation of any request to update these numbers should be submitted in writing by SSC to the appropriate Designated Contract Administrator as this will affect the monthly performance measures.

In the period between the Effective Date and the implementation of the Texas A&M-approved Custodial Work Plan, SSC shall provide the Custodial Services consistent with the current operating practices.

- 5.5 **Additional Services.** SSC shall provide additional services outside the scope of the Custodial Services at hourly rates described in Exhibit G, which is attached and incorporated by reference. Hourly rates not described in Exhibit G shall be agreed upon by the Parties. All hourly rates described in Exhibit G are fully loaded (i.e., inclusive of salary/wage, fringe benefits, and overhead). Special events, which are primarily labor only, can be managed by Custodial Department. Any special projects would fall under Section 8 for management purposes.

6. MAINTENANCE SERVICES

- 6.1 **Scope.** SSC shall provide all management, personnel, materials, supplies and equipment needed to manage, operate, and provide building maintenance services to Texas A&M (“Building Maintenance Services”).

- 6.2 **Premises.** SSC shall perform the Building Maintenance Services on Texas A&M’s premises in Brazos County, Texas, and other designated affiliated remote locations, including but not limited to the Texas A&M University campus and facilities operated by member agencies of The Texas A&M University System, as further described in Exhibit C (“Maintenance Premises”).

- 6.3 **Standard of Performance.** SSC shall use its best efforts, skill, diligence, judgment and abilities to perform the Building Maintenance Services in accordance with the standards specified in this Agreement, all applicable laws, and the highest recognized industry standards. SSC shall perform the Building Maintenance Services without interfering with the activities of Texas A&M’s employees, agents, students, or visitors to the greatest extent possible.

6.4 Maintenance Inclusions and Exclusions

- a. **Maintenance Work Plan.** Upon the Effective Date, SSC shall begin, in collaboration with Texas A&M, a comprehensive inventory and assessment of the facilities and equipment on the Premises. SSC shall devote the staff and information technology resources necessary to complete this assessment within three (3) months from the Effective Date. SSC shall deliver to Texas A&M for approval a detailed work plan that aligns with the mutually agreed upon Performance Measures and Texas A&M facilities process (the “Building Maintenance Work Plan”). Such Building Maintenance Work Plan must address the specific maintenance needs of each building on the Premises, taking into account the particular purpose and nature of each facility, the established Performance Measures and facilities process. This work plan should also include a detailed staffing plan featuring no less than the following:

1. Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;

2. Assign an adequate number of personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
3. Provide sufficient personnel in times of staff shortages, extended illness, emergencies, inclement weather, pandemics, and other unforeseen circumstances, to ensure consistent, efficient and satisfactory performance under this Agreement; and
4. Indicate a final minimum FTE count by service line based upon the requested service levels by Texas A&M. Allocation of indicated staffing should align with the ones included on the Performance Measures utilized in Exhibit E. This number is acknowledged to be flexible based upon various circumstances. This number may be changed as adjustments are made to Premises and changes to this number could occur, if deemed appropriate by SSC, at the time of the Premises adjustment. Another example that could cause a change to this number could be due to technological advances resulting in less staffing needed to provide Services. Documentation of any request to update these numbers should be submitted in writing by SSC to the appropriate Designated Contract Administrator as this will affect the monthly performance measures.

In the period between the Effective Date and the implementation of the Texas A&M-approved Building Maintenance Work Plan, SSC shall provide the Building Maintenance Services consistent with the current operating practices.

- b. **Services Included.** Building maintenance services (“Baseline Maintenance”) shall be defined as all routine/unplanned/reactive maintenance, and preventive maintenance.

Routine/unplanned/reactive maintenance (“Routine Maintenance”) shall be defined as maintenance activities carried out regularly or due to an unexpected problem/issue with an asset. If these items are presented to Texas A&M for funding by SSC, but Texas A&M elects to defer due to lack of available funds or programmatic issue these items could become deferred maintenance (“Deferred Maintenance”). If repairs on an asset exceed 65% of replacement cost within 18 months, at the time of next repair, it will be presented to Texas A&M, with documentation, as a replacement of the asset and treated as Deferred Maintenance instead of a repair; this excludes costs associated with warranty, defective workmanship, and/or defective materials. At such time it is deferred, the repair would need to be accomplished through project management services as it is no longer Baseline Maintenance and would move to the deferred maintenance program.

Preventive maintenance (“Preventive Maintenance”) shall be defined as activities proactively performed on an asset consistent with customary industry standards with the goal of lessening the likelihood of failure, reducing unexpected downtime and prolonging its useful life.

Preventive maintenance shall include performing scheduled preventive maintenance services and/or electrical, mechanical, or plumbing safety inspections, where applicable, in accordance with customary industry standards, appropriate codes, standards, regulations, manufacture’s recommendations, and SSC’s written procedures on the

equipment. Preventive maintenance includes cleaning (but not custodial services), adjusting, lubricating, inspecting, and testing procedures designed to prevent equipment failure, equipment downtime, and to verify good operating condition. If applicable, inspection stickers will be applied to all inspected equipment. SSC will notify designated Texas A&M representatives of equipment not meeting these specifications. SSC will maintain records which will meet regulatory agency requirements.

The cost of an individual Baseline Maintenance activity will be included in the Base Fees up to [REDACTED] (“Maintenance Threshold”) during the first year of the Agreement, provided that any such Baseline Maintenance costs exceeding the Maintenance Threshold or any Deferred Maintenance costs will be borne by Texas A&M. Beginning in year two of the Agreement, the Maintenance Threshold shall be adjusted on an annual basis by the Annual Adjustment Rate.

- c. **Services Excluded.** Notwithstanding anything else in the Agreement to the contrary, the following activities are excluded from Baseline Maintenance, but could be accomplished as a special project through the Project Management service line:
- (1) Engineering, design, and construction/renovation services
 - (2) Replacement cost of existing components necessary to provide access to assets needing Baseline Maintenance (e.g. removal of a wall to make possible the replacement).
 - (3) Environmental monitoring, mold and mildew removal or mitigation, asbestos, air quality monitoring, and all industrial hygiene testing in the Premises are excluded.
 - (4) Materials and subcontracts associated with the Easterwood airfield and fire trucks, such as runway and tarmac repairs within the airfield and runway lighting.
 - (5) Special Projects. All Special Projects (“Special Projects”) are excluded from the scope of Baseline Maintenance work. Special Projects shall be defined as elective replacement or improvement (of all or in part) of a component of any of the Premises, including interior and exterior components, the physical plant, and/or plant equipment, which conforms to one or more of the below classifications, and where the total cost (in sub-contracted labor and dedicated materials) exceeds the Maintenance Threshold. Texas A&M will approve and direct all special projects according to existing organizational policies and procedures. SSC does not have authority to determine the special projects the organization will engage in other than supporting the decision by deploying staff and contracts according to organizational policy. Special Projects will be provided as described in Section 8. Costs necessary to complete Special Projects are additional expenses, not included in the Fee. The following shall also be considered Special Projects:
 - Installation/construction that upgrades or modernizes existing fixed equipment to meet new technology or standards, thereby extending its useful life.

- Construction/renovation to alter or improve the function or appearance of an area.
 - Summer maintenance programs for Residence Life.
 - Provision of furnishings and fixed equipment that did not previously exist.
 - Build back repairs resulting from vandalism, catastrophe, floods, fires, or acts of God. The mitigation and repair itself would be considered Baseline Maintenance.
 - Piping and electrical trace and reroute support for construction services projects.
 - Painting of walls and doorframes not associated with Baseline Maintenance (e.g. repainting to install a new color and design scheme).
 - Total replacement of doors, door hardware, and cabinetry for cosmetic or required by applicable fire and safety codes and standards.
 - Unplanned and unbudgeted projects associated with, or required for, regulatory compliance beyond the control of SSC.
- (6) As related to medical facilities, Consumables and Normal Operator Replaceable Items - i.e. batteries, patient cables & electrode wires, power cables & plugs, stylus, pens, print heads, chart paper, paper, chemicals, detergents, film, electrodes, sensors, tubing, film magazines, portable x-ray machine batteries and other expendables.
 - (7) General office supplies.
 - (8) Non-Texas A&M Owned Assets - i.e. rentals, leased, loaner, demo equipment, etc., except for incoming inspections, unless otherwise noted.
 - (9) Fiberoptics, Optics and Accessories - i.e. handpiece, lens, telescope, light cord, adaptors, etc. (other than power supply/light source).
 - (10) Glassware and Installation - Glassware includes x-ray tubes, CT tubes, camera tubes, vidicon/plumbicon tubes, image intensifiers, digital detectors, klystrons, CRTs, LCDs, transducers, probes, cryogenics, nuclear medicine crystals or other similar materials, unless otherwise noted.
 - (11) Equipment Relocations - De-installation, movement, installation, or associated services.
 - (12) Manufacturer-ordered Modifications, Manufacturer-mandated metered service events, Upgrades and Warranty Repairs - Note that SSC can only perform this type of repair if authorized by Texas A&M and by the manufacturer.
 - (13) Obsolete Equipment - SSC will, to the best of its ability, attempt to locate parts and ancillary service for any piece of equipment that the manufacturer has declared obsolete and no longer provides service support or parts for same. If parts and/or service support cannot be located, SSC will no longer be responsible for the temporary maintenance and repair of the asset, but will present the retrofit or replacement to Texas A&M to bring the asset to operating condition. A member of the SSC Executive

- Staff will provide written notice to Texas A&M of any obsolete equipment, along with documentation showing obsolescence by manufacturer, efforts to locate replacement equipment, and recommended replacement options.
- (14) Garage sweeping, trash hauling, and external window cleaning is not currently included in the scope. These services can be added for an additional fee.
 - (15) Services required as a result of a change in applicable law or regulation such as health and safety, labor, compliance or tax matters.

All Special Projects shall be administered through Section 8 below, so that it will not detract from the quality standard of plant operations and Baseline Maintenance services SSC will be providing.

Special Project costs and capital funded, depreciated expenditures under standard accounting procedures are excluded from any budgetary guarantees or performance-based terms and conditions of this Agreement.

6.5 Additional Services. SSC shall provide additional services outside the scope of the Building Maintenance Services at hourly rates described in Exhibit G, which is attached and incorporated by reference. Hourly rates not described in Exhibit G shall be agreed upon by the Parties. All hourly rates described in Exhibit G are fully loaded (i.e., inclusive of salary/wage, fringe benefits, and overhead). Special events, which are primarily labor only, can be managed by Maintenance Department. Anything outside of Baseline Maintenance and special events would fall under Section 8 for management purposes.

7. LANDSCAPE SERVICES

- 7.1 Scope.** SSC shall provide all management, personnel, materials, supplies and equipment needed to manage, operate, and provide landscape maintenance services to Texas A&M (“Landscape Services”).
- 7.2 Premises.** SSC shall perform the Landscape Services on Texas A&M’s premises in Brazos County, Texas, and other designated affiliated remote locations, including but not limited to the Texas A&M University campus and facilities operated by member agencies of The Texas A&M University System, as further described in Exhibit A (“Landscape Premises”).
- 7.3 Standard of Performance.** SSC shall use its best efforts, skill, diligence, judgment, and abilities to perform the Landscape Services in accordance with the standards specified in this Agreement, all applicable laws and the highest recognized industry standards. SSC shall follow the practices recognized by Professional Grounds Management Society; Professional Landcare Network; International Society of Arboriculture; and state IPM protocol for exterior Landscape Management. SSC shall use its best efforts, skill, diligence, judgment and abilities to perform the Services in accordance with the standards specified in this Agreement, all applicable laws, the highest recognized industry standards, and adopted “APPA Levels” (as defined by the Association of Higher Education Facilities Officers (APPA) in Landscape Guidelines for Education Facilities, 2nd Edition, 1998 and updates) as the standard for performance of the Services on the Premises. SSC shall perform the Services without interfering with the activities of Texas A&M’s

employees, agents, students, or visitors to the greatest extent possible.

7.4 **Landscape Work Plan.** Upon the Effective Date, SSC shall begin, in collaboration with Texas A&M, a comprehensive assessment of the landscape program on the Premises. SSC shall devote the staff and information technology resources necessary to complete this assessment within three (3) months from the Effective Date. SSC shall deliver to Texas A&M for approval a detailed work plan with respect to the landscape program which shall align with the mutually agreed upon Performance Measures and Texas A&M facilities process (the "Landscape Work Plan"). The Landscape Work Plan shall address the specific landscape needs of the Premises, taking into account the particular purpose and nature of each location, the established Performance Measures and facilities process. This work plan should also include a detailed staffing plan featuring no less than the following:

- a. Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
- b. Assign an adequate number of personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
- c. Provide sufficient personnel in times of staff shortages, extended illness, emergencies, inclement weather, pandemics, and other unforeseen circumstances, to ensure consistent, efficient and satisfactory performance under this Agreement; and
- d. Indicate a final minimum FTE count by service line based upon the requested service levels by Texas A&M. Allocation of indicated staffing should align with the ones included on the Performance Measures utilized in Exhibit E. This number is acknowledged to be flexible based upon various circumstances. This number may be changed as adjustments are made to Premises and changes to this number could occur, if deemed appropriate by SSC, at the time of the Premises adjustment. Another example that could cause a change to this number could be due to technological advances resulting in less staffing needed to provide Services. Documentation of any request to update these numbers should be submitted in writing by SSC to the appropriate Designated Contract Administrator as this will affect the monthly performance measures.

In the period between the Effective Date and the implementation of the Texas A&M-approved Landscape Work Plan, SSC shall provide the Landscape Services consistent with the current operating practices.

7.5 **Additional Services.** SSC shall provide additional services outside the scope of the Landscape Services at hourly rates described in Exhibit G, which is attached and incorporated by reference. Hourly rates not described in Exhibit G shall be agreed upon by the Parties. All hourly rates described in Exhibit G are fully loaded (i.e., inclusive of salary/wage, fringe benefits, and overhead). Special events, which are primarily labor only, can be managed by Landscape Department. Any special projects would fall under Section 8 for management purposes.

8. PROJECT MANAGEMENT SERVICES

- 8.1 **Scope.** SSC shall provide all management, personnel, materials, supplies and equipment needed to manage, operate, and provide project management services to Texas A&M (“Project Management Services”).

Project management (“Project Management”) is defined as oversight of Deferred Maintenance and other special projects including but not limited to project oversight, administration, coordination of all documents and solicitations, inspections during project, close-out procedures, asset management if impacted during project, space reporting notifications to campus, coordination of services with other departments, and specifications/plan reviews from a technical perspective. This may include construction and renovation projects that fall within the delegation of Texas A&M per A&M System policy and regulation. SSC must utilize a project management software solution to manage each project with the understanding that documentation and requirements within the software might vary due to size and scope of projects. These items will be outlined in the Project Management Framework referenced in Section 8.4.

SSC must comply with all A&M System policies, regulations, rules and guidelines applicable to project management, as well as A&M System and campus design guidelines. Documentation of compliance with purchasing requirements and design guidelines must be maintained within each project file. This includes requirements for performance and payment bonds based on scope and cost of each special project.

- 8.2 **Premises.** SSC shall perform the Project Management Services on Texas A&M’s premises in Brazos County, Texas, and other designated affiliated remote locations, including but not limited to the Texas A&M University campus and facilities operated by member agencies of The Texas A&M University System, as further described in Exhibit A, Exhibit B, and Exhibit C. This includes opportunities to provide Project Management Services at other locations as requested by Texas A&M.
- 8.3 **Standard of Performance.** SSC shall use its best efforts, skill, diligence, judgment and abilities to perform the Project Management Services in accordance with the standards specified in this Agreement, all applicable laws, and the highest recognized industry standards. SSC shall follow all applicable TAMUS policies related to Project Management Standards as described in Exhibit H. Exhibit H will be included within 90 days of execution of this Agreement. SSC shall perform the Project Management Services without interfering with the activities of Texas A&M’s employees, agents, students, or visitors to the greatest extent possible.
- 8.4 **Project Management Framework.** Upon the Effective Date, SSC shall, in collaboration with Texas A&M, develop a framework of policies and procedures that outlines and includes the detailed administration of projects broken down by cost thresholds if applicable. SSC shall deliver to Texas A&M for approval the framework of policies and procedures (the “Project Management Framework”) within three (3) months following finalization of an updated University-process by Texas A&M. The Project Management Framework will detail the administration of projects including, but not be limited to, procurement methods, selection processes, software utilized, inspections, closeout, etc. This framework should also include a

detailed staffing plan featuring no less than the following:

- a. Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
- b. Assign an adequate number of personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
- c. Provide sufficient personnel in times of staff shortages, extended illness, emergencies, inclement weather, pandemics, and other unforeseen circumstances, to ensure consistent, efficient and satisfactory performance under this Agreement; and
- d. Indicate a final minimum FTE count by service line based upon the requested service levels by Texas A&M. Allocation of indicated staffing should align with the ones included on the Performance Measures utilized in Exhibit E. This number is acknowledged to be flexible based upon various circumstances. This number may be changed as adjustments are made to Premises and changes to this number could occur, if deemed appropriate by SSC, at the time of the Premises adjustment. Another example that could cause a change to this number could be due to technological advances resulting in less staffing needed to provide Services. This number may be adjusted based upon project workloads. Documentation of any request to update these numbers should be submitted in writing by SSC to the appropriate Designated Contract Administrator as this will affect the monthly performance measures.

In the period between the Effective Date and the implementation of the Texas A&M-approved Work Plan, SSC shall provide the Project Management Services consistent with the then current operating practices.

- 8.5 **Additional Services.** If SSC elects to utilize non-Baseline SSC personnel to provide additional services outside the scope of their Baseline Services, SSC personnel will be billed to projects at hourly rates described in Exhibit G, which is attached and incorporated by reference. Hourly rates not described in Exhibit G shall be agreed upon by the Parties. All hourly rates described in Exhibit G are fully loaded (i.e., inclusive of salary/wage, fringe benefits, and overhead).

9. THE PREMISES

- 9.1 **Rules and Regulations.** SSC shall ensure that all of its employees and Direct Subcontractors whose duties bring them to the Premises obey Texas A&M's policies, rules and regulations and comply with reasonable directions from Texas A&M's representatives.
- 9.2 **Damage to the Premises.** SSC is responsible for acts of its employees and Direct Subcontractors while on the Premises, including any damage to persons or property. Accordingly, SSC shall take all necessary measures to prevent injury and loss to persons and property located on the Premises. SSC shall promptly repair, in accordance with the specifications of Texas A&M, any damage to the extent caused by its employees or Direct Subcontractors to the Premises or Texas A&M's equipment. On SSC's failure to do so, Texas A&M may repair the damage and SSC shall reimburse Texas A&M promptly for any and all reasonable expenses incurred in connection with the repair. At its option, Texas A&M may offset against all amounts due to SSC any and all

reasonable expenses incurred in connection with the repair.

9.3 Security

- a. Texas A&M retains authority over all security matters. SSC shall comply with all Texas A&M policies, rules and procedures related to key control and control all keys, access cards and codes, and combinations entrusted to SSC by Texas A&M and the security of those areas when used by SSC. Texas A&M shall furnish instructions and train SSC's managers in procedures for security of areas and access to areas within and outside of normal building operating hours. SSC shall determine that all equipment has been turned off, windows are closed, lights and fans are turned off, and doors locked. SSC shall immediately report to the Texas A&M University Police or other appropriate security personnel and to Texas A&M's designee all facts relating to losses incurred as a result of break-ins to areas on the Premises. Security measures implemented by SSC shall be consistent with Texas A&M's then current policies, regulations, rules and procedures with respect to security.
- b. SSC shall replace lost keys and bear the cost of rekeying and replacing lock cylinders and changing safe combinations required as a result of its negligence and/or loss of keys. SSC shall immediately report lost keys to Texas A&M.
- c. Texas A&M shall provide SSC with campus protection and security services currently available to facilities services personnel, such as night patrol, door checks, security consulting, call response, etc. This service does not include armored car service. SSC shall coordinate any additional security through Texas A&M for which SSC will pay prevailing charges.

9.4 **Control of the Premises.** Texas A&M may: (a) require identification from any person on the Premises, (b) refuse entry to persons having no legitimate business on the Premises, and (c) eject any undesirable person refusing to leave peaceably on request. SSC shall cooperate with all authorized Texas A&M representatives in the exercise of Texas A&M's rights.

9.5 Safety Standards

- a. SSC shall provide an aggressive program of accident prevention and safety education and shall use its best efforts to protect the safety of SSC's employees and Texas A&M's employees, students, faculty, and visitors. SSC shall provide ongoing instruction for the use of equipment in the promotion of a safe and accident-free environment.
- b. SSC shall immediately report fires, unsafe conditions, thefts, and security hazards to Texas A&M or other appropriate officials.
- c. SSC shall immediately fix and report to Texas A&M any citations or other notice of unsafe or unlawful conditions issued by Texas A&M or by any local, state, or federal agencies.
- d. SSC shall submit two complete sets of all Material Safety Data Sheets to Texas A&M's designee in advance for all materials being used by SSC in the Premises.

9.6 **Administrative Space.** Texas A&M shall furnish SSC with appropriate management office space at locations agreed upon by the Parties as necessary for SSC's limited onsite office needs. Texas

A&M shall furnish the office space with suitable desks, chairs, and filing cabinets.

9.7 **Storage Space.** Texas A&M shall provide SSC with sufficient secure supply storage, secure equipment storage, and work closets for equipment and supplies.

9.8 **Telecommunications Services.** SSC shall be responsible for and shall pay all expenses for telecommunications services, both voice and data, including without limitation, all equipment, equipment installation, cellular phones, radios, local service, long distance service, taxes, monthly charges, and other telecommunications expenses incurred by Texas A&M on behalf of SSC. SSC may not attempt to connect with any Texas A&M computer network or information system without the advance approval of Texas A&M.

9.9 **Vehicles**

a. SSC shall provide all vehicles necessary for the purpose of providing the Services, whether such vehicles are owned by SSC; leased from or provided by Texas A&M; or otherwise provided by SSC. SSC shall provide properly insured and legally qualified staff to operate vehicles. SSC shall be liable for any and all damages or injuries caused by the negligent operation of the vehicles by SSC and its employees. Texas A&M shall provide SSC with access to appropriate campus service paths, by automobile or other suitable means of transportation, when necessary and appropriate for the delivery of supplies and products in connection with the Services. Despite the foregoing, SSC shall not drive any truck, automobile, or other mechanized vehicle upon any campus service path, sidewalk, or other non-designated roadway without the advance written consent of Texas A&M.

b. SSC shall insure all vehicles leased from Texas A&M as specified in Section 11.

c. SSC may purchase fuel from Texas A&M for vehicles used in the Services at Texas A&M's then-current rates. SSC may obtain maintenance and repair services from Texas A&M for vehicles used in the in the performance of the Services at Texas A&M's then-current rates.

d. All SSC employees desiring to obtain parking permits shall purchase such permits directly from Texas A&M.

e. SSC agrees to execute a Vehicle Use Agreement, similar to Exhibit M, within 90 days following execution of this Agreement.

10. **EQUIPMENT AND CAPITAL INVESTMENT**

10.1 **Texas A&M Equipment Servicing and Maintenance.** SSC shall provide normal operator cleaning, maintenance, service, and repair, as necessary for all SSC equipment and for all Texas A&M-owned equipment used in the Services ("Texas A&M Equipment"). Before the commencement of the Services, and on an annual basis thereafter, SSC and Texas A&M shall conduct an inventory of the Texas A&M Equipment and agree upon an inventory confirmation document. SSC may use Texas A&M Equipment only in connection with the Services and for no other purpose, unless expressly authorized in writing by Texas A&M. As it relates to equipment procured through Capital Investment, as defined below, SSC shall develop a work plan for the

care and maintenance of such Texas A&M Equipment and submit such plan to Texas A&M for approval. At the expiration or termination of this Agreement, SSC shall return to Texas A&M all Texas A&M Equipment in the condition received, ordinary wear and tear excepted.

10.2 **Responsibility for Equipment and Other Personal Property.** Texas A&M has no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of SSC or its agents, employees or subcontractors, which may be located or stored on the Premises.

10.3 **Capital Investment.** During the term of this Agreement, SSC shall make capital investments of [REDACTED] (“Capital Investment”) in equipment and other items to enhance the delivery of the Services. SSC shall obtain the approval of Texas A&M before utilizing the Capital Investments for equipment purchases. Any balance remaining at the expiration of the Initial Term of this Agreement shall be paid to Texas A&M before August 1, 2034.

10.4 **SSC Vendors.** SSC may receive volume, trade or cash discounts or rebates for items or services purchased as part of providing Services under this Agreement and that those discounts/rebates will accrue to SSC and will not be credited back to Texas A&M, provided however, SSC shall credit volume allowances or rebates associated with EDCS or projects performed on a cost reimbursable model back to Texas A&M.

11. INSURANCE

11.1 Coverage.

SSC shall obtain and maintain, for the duration of the agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to SSC. SSC shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. SSC is not relieved of any liability or other obligations assumed pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation.

Policy Limits. Insurance must be carried to at least the following minimum amounts, it being understood that minimum policy limits may be provided through a combination of primary and excess insurance and that the excess or umbrella insurance shall follow the form of the primary insurance:

<u>Coverages</u>	<u>Limit</u>
A. Worker’s Compensation	

Statutory Benefits (Coverage A)	Statutory
Employer's Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

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. SSC certifies that it is self-insured for property damage to vehicles leased from Texas A&M.

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products /Operations	\$1,000,000
Personal /Advertising Injury	\$1,000,000
Damage to Premises	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures SSC or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of the agreement.

D. Commercial Crime Insurance

Employee Dishonesty	\$500,000
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E. Umbrella Liability \$5,000,000

Umbrella/Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate and will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

F. Professional Liability (Errors & Omissions)

Aggregate Limit	\$4,000,000
Each Occurrence Limit	\$2,000,000

Insurance with limits of not less than \$2,000,000 each occurrence, \$4,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of SSC and its subcontractors under the agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of the agreement. If coverage is written on a claims-made basis, SSC agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years 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 three (2) years after the expiration of cancellation of the agreement.

11.2 **Subrogation.** Both Parties shall waive their insurers' rights of subrogation against the other Party. All policies of insurance shall be endorsed to be primary.

11.3 **Certificates of Insurance.**

SSC will deliver to the Texas A&M: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of the agreement and prior to the performance of any services by SSC under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by SSC. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System. No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to the A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by SSC under the agreement. SSC is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System
Attn: Procurement and Business Services
301 Tarrow Street, 2nd Floor
College Station, TX 77840
Email Address: soprocurement@tamus.edu

The insurance coverage required by the agreement will be kept in force until all services have been fully performed and accepted by the A&M System in writing.

- 11.4 **Texas A&M Self Insurance.** SSC acknowledges that, because Texas A&M is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Texas A&M or for injuries caused by conditions of tangible state property may be governed by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Texas A&M is provided by Texas A&M as mandated by the provisions of Chapter 502, Texas Labor Code. Texas A&M shall have the right, at its option, to (a) obtain liability insurance protecting Texas A&M and its employees and property insurance protecting Texas A&M's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by Texas A&M as a result of its operations under this Agreement.

12. INDEMNIFICATION

SSC shall indemnify and hold harmless Texas A&M, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of SSC or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

13. HISTORICALLY UNDERUTILIZED BUSINESS

13.1 HUB Program Administration

- a. **Purpose.** The purpose of the Historically Underutilized Business ("HUB") Program is to promote full and equal business opportunities for all businesses in State contracting. A HUB is described as a business that meets the parameters outlined within 34 TAC §20.282.
- b. **Policy.** It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses ("HUBs") in our prime contracts, subcontractors, and

purchasing transactions, and to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and 34 TAC Section § 20.285.

c. **Definitions.**

- (1) The term “HUB Program Office” refers to the office which governs and administers the HUB Program within the Member. If the Member does not have a dedicated HUB Program Office, then this shall refer to the individual acting as the HUB Coordinator for the Member.
- (2) The term “subcontracting opportunity” is defined as any portion or lot of work that the Respondent cannot complete with its own equipment, supplies, materials, and/or employees.
- (3) A Job Order Contract (“JOC”) is defined as an indefinite-delivery, indefinite-quantity contract and an alternative contracting method to fulfill repair, maintenance, and minor construction requirements.
- (4) A Master Service Agreement (“MSA”) is defined as a contract between vendor and SSC for the performance of a specific trade(s).
- (5) A Competitive Sealed Proposal (“CSP”) is defined as a contract which requires each Respondent to independently prepare a comprehensive package of information to the owner and may include the submission of written technical and price proposals from one or more Respondents, which is evaluated proposal in accordance with criteria set forth in the Request for Proposals.

d. **Program Goal.** The goal of the A&M System HUB Program is to promote full and equal access to business opportunities in A&M System contracting and purchasing.

e. **Meetings.** The SSC Executive Staff and supervisory staff shall become familiar with the requirements of the State of Texas HUB Program and A&M System HUB Program. The SSC executive staff shall coordinate all activities connected with the adherence to the A&M System HUB Program and shall designate a supervisory staff representative for each Member to meet with the Member’s HUB Program Office periodically, at the discretion of the Member’s HUB Program Office, on agreed dates and times, to coordinate the enforcement of the Member’s HUB policies, the implementation of the HUB Program Office’s suggestions and requests, and the prompt resolution of complaints concerning the Member.

The SSC executive staff shall meet with the A&M System Office HUB Program Office periodically, no less than quarterly, on agreed dates and times, to monitor the progress of SSC’s HUB efforts, and coordinate the enforcement of the A&M System’s HUB policies, the implementation of the HUB Program Office’s suggestions and requests, and the prompt resolution of complaints.

f. **HUB Training and Development.** SSC shall develop a plan, to be reviewed by the A&M System HUB Program Office, to train HUBs periodically, no less than semi-annually.

Training topics shall include, but shall not be limited to, how to:

- (1) Locate SSC solicitations and bidding opportunities;
- (2) Understand the steps within SSC's solicitation and bid submission process;
- (3) Meet the formatting, insurance, and documentation requirements of SSC's solicitation and bid submission process; and,
- (4) Submit payment applications and change requests on an awarded, active contract.

These topics shall be facilitated by an SSC representative and may be held in collaboration with the HUB Program Office.

- g. **Mentor-Protégé Relationships.** SSC shall maintain an active mentor-protégé relationship with at least one HUB within each line of service. Mentor-protégé relationships shall be properly registered through the State Comptroller's Office. SSC shall seek to establish at least one new mentor protégé relationship within each line of service every four years.
- h. **HUB Outreach.** SSC shall attend or host a regional event to expand their HUB network, strengthen their relationships with HUBs, and solicit HUBs to bid on their contract and subcontract opportunities periodically, no less than quarterly. SSC shall ensure that information and opportunities from each Member within the region are presented at each event, when available. An event may be virtual or in-person to fulfill this requirement. SSC may attend an event organized by another entity, such as a HUB advocacy, trade, or development organization, to fulfill this requirement. SSC shall maintain records of attendance, and of the information and opportunities presented at each event.
- i. **HUB Utilization Goals.** Each A&M System Member establishes agency-specific HUB utilization goals each fiscal year. These goals are subject to change at the discretion of the Member. Unless otherwise specified, SSC shall adopt the applicable Member's goals whenever possible and whenever competitive bidding processes are required. SSC is responsible to ensure the appropriate goals for the applicable fiscal year and Member are being applied.
- j. **Subcontracting.** When issuing a solicitation and the total expected value is \$100,000 or more and SSC has determined that subcontracting opportunities are probable for the contract, SSC shall require all Respondents to develop and submit a HUB Subcontracting Plan (HSP) form with their proposal. The Respondents will use the procedures prescribed in Section 9.1.11 below when completing the HSP form.

When issuing a solicitation to form a pool of contractors to perform a specific scope of work (i.e. MSAs and JOCs), SSC shall require all Respondents to develop and submit a HUB Subcontracting Plan (HSP) form with their proposal. The Respondents shall use the procedures prescribed in Section 9.1.11 below when completing the HSP form.

SSC agrees to allocate work to subcontractors as listed (or indicated) in the HUB Subcontracting Plan submitted with its response, in accordance with the A&M System policy

on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the HUB Program Office.

SSC shall make a good faith effort to meet or exceed the agency's HUB utilization goal, and to assist HUBs in receiving a portion of the total contract value of all contracts that SSC expects to award in a fiscal year.

- k. **HUB Subcontracting Plan (HSP) Procedures.** The procedures for the Good Faith Effort ("GFE") submittal requirements of any solicitation issued by SSC are stated below. An HSP form is required as part of bids, proposals, offers, or other applicable expression of interest ("solicitation") valued at \$100,000 or more. Responses that do not include the HSP form, or if the HUB Program Office determines that the HSP form was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.

SSC shall require the Respondent to submit an HSP form for any solicitation valued at \$100,000 or more. The HSP form must include all subconsultants, suppliers, subcontractors, and vendors intended to be included in the Respondent's team. If the scope of work is undefined (such as with an MSA) and the Respondent does not yet know the identity of the subconsultants, suppliers, subcontractors, and vendors with which it intends to work, the Respondent shall enter "TBD" in the appropriate sections of the HSP form and provide supporting information as to their intent within the HUB Goal Achievement Plan ("HUB-GA Plan") (see Exhibit I). The HUB-GA Plan shall be formatted in a manner consistent with the HUB-GA template (Exhibit J).

Below are the instructions for proper completion of the HSP form:

- (1) The Respondent shall submit a State of Texas Historically Underutilized Business Subcontracting Plan (HSP) form that shows how the Respondent made a good faith effort by completing sections 1 thru 4 and one of the approved methods as described within 34 TAC §20.285.

The proper HSP form to be used is located at the following site and the HUB utilization goal stated within the RFP shall take precedence over any standard goal stated on the HSP form:

<https://www.tamus.edu/business/hub-procurement/hub-programs/>

- l. **Good Faith Effort.** To meet the A&M System's good faith effort requirements, SSC shall also require the Respondent to follow the procedures listed below when developing an HSP form. The Respondent may, at its discretion, adopt further GFE methods above and beyond what is listed below.

All Respondents must give clear evidence that a good faith effort was made to comply with the HUB requirements identified in 34 TAC, Section §20.285, and the HUB Subcontracting

Plan shall include the information required and documentation as stated within the HSP form and its applicable attachments.

To demonstrate GFE Respondent shall:

- (1) Divide the contract work into reasonable lots or portions consistent with prudent industry practices and state these in the appropriate section of the HSP form.
- (2) Seek and solicit a diverse group of Historically Underutilized Businesses for each subcontracting opportunity using the State Comptrollers Centralized Master Bidders List website.
- (3) Use the Historically Underutilized Business (HUB) Directory published on the comptroller's website when searching for HUB subcontractors. **If the Respondent uses any alternate source, it accepts the risk that its HUB subcontracting plan may be noncompliant due to inaccurate HUB certification information.** The HUB Directory can be accessed via the following site:

<https://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>

The HUB Program Office shall review the Respondent's HSP form prior to bid opening to determine if the Respondent made a good faith effort. The HUB Program Office and Respondent may agree, at the discretion of the HUB Program Office, to revise the submitted HSP form if it contains minor deficiencies, such as failure to sign or date the plan or failure to submit already-existing evidence that a good faith effort was completed. Per 34 TAC § 20.285, the HUB Program Office may not allow the Respondent to cure material deficiencies, including completion of a good faith effort after the response deadline (such as contacting minority trade organizations or producing the statement of how the Respondent intends to self-perform the work that is required).

If the HUB Program Office determines that an HSP form was not developed in good faith or the good faith effort was incomplete, the HUB Program Office shall reject the response and document the reasons for rejection in the contract file.

If accepted, the HSP form shall become a provision of the contract.

- m. **Changes to the HSP Form.** Any change in a subconsultant, supplier, subcontractor, or vendor, as requested by the awarded Respondent, shall not reduce the HUB participation goal presented in the initial proposal offering without prior approval from the HUB Program Office.

If at any time during the term of the contract, the awarded Respondent determines it is necessary to make a change to the approved HSP form, it shall submit an amended HSP or HSP modification form to the HUB Program Office for its review and approval. The awarded Respondent shall demonstrate good faith by complying with the requirements of 34 TAC §20.285 in the development of the amended HSP form. Per 34 TAC §20.285, failure to comply may be deemed a breach of the contract subject to any remedies provided by Government Code, Chapter 2161, and other applicable law.

If the scope of work expands through a change order or contract amendment, including a renewal that expands the scope of work, SSC and the HUB Program Office shall determine if the additional scope of work contains additional probable subcontracting opportunities. If SSC and the HUB Program Office determines probable subcontracting opportunities exist, SSC and the HUB Program Office shall require the awarded Respondent to submit for its review and approval an amended HSP form for the additional probable subcontracting opportunities. The awarded Respondent shall demonstrate good faith by complying with the requirements of 34 TAC §20.285 in the development of the amended HSP form.

- n. **Awarded Respondent Requirements.** Each awarded Respondent that enters into a contract with SSC may be required to complete an additional HSP form which identifies the subcontracting opportunities anticipated for the scope of work defined in that agreement and subcontractors anticipated to perform each subcontracting opportunity. If required, this shall be due prior to the execution of the contract.

Each awarded Respondent that enters into a contract with SSC shall maintain, compile, and submit an HSP Progress Assessment Report (PAR) form to SSC with each invoice. The PAR form shall document the payment of all subcontractors, subconsultants, suppliers, and vendors, including lower tier subcontractors, and shall include for each, whether HUB or non-HUB, the following: (1) the company name, (2) HUB status, (3) HUB classification (include "N/a" for non-HUBs), (4) Texas VID # (when applicable), (5) total contract value, (6) total amount invoiced during the month, and (6) total amount invoiced over the life of the project for each subcontractor. This information shall be submitted in a format acceptable to SSC. (See the current reporting form, the Prime Contractor Progress Assessment Report form at the following site: <https://www.tamus.edu/business/hub-procurement/hub-programs/>.)

During the term of the contract, the HUB Program Office shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

- o. **HSP Compliance Audits.** SSC and the HUB Program Office shall audit the awarded Respondent's compliance with the HSP form. If the awarded Respondent fails to fulfill the contract value specified within the approved HSP form, SSC and the HUB Program Office shall notify the awarded Respondent of any deficiencies and the awarded Respondent shall be required to submit documentation explaining why the failure to fulfill the contract amount on the approved HSP form should not be attributed to a lack of good faith effort by the awarded Respondent. If a determination is made that the awarded Respondent failed to

implement the plan in good faith, SSC, in addition to any other remedies, may bar the awarded Respondent from further contracting opportunities with SSC.

13.2 Custodial, Landscape, and Maintenance Services

- a. **Supplementing Personnel.** If SSC determines it is necessary to contract with an outside company to supplement personnel to perform any services on an ongoing basis that would exceed equal or exceed \$100,000 annually, SSC shall conduct a GFE to sources supplementary personnel from a HUB vendor.
- b. **Purchase of Materials and Supplies.** SSC shall demonstrate a GFE to purchase supplies and commodities through HUB vendors, when reasonable and feasible, to meet or exceed the A&M System's current HUB utilization goals.

13.3 Project Management Services and Special Projects

- a. **E-Builder Access.** SSC shall give the HUB Program Office access within E-Builder or the applicable project management platform to all projects applicable to the Member. This shall be done when the project is set-up in E-Builder.
- b. **Bidding Procedures.** SSC shall follow current bidding process procedures of the A&M System and HUB Program Office for all solicitations. These procedures are subject to change at the discretion of the A&M System. SSC is responsible for ensuring that it is following the most current procedures. The HUB Program Office procedures that are applicable at the signing of this Agreement are included in Attachment K.
- c. SSC shall follow applicable bid posting procedures of the A&M System and HUB Program Office. These procedures are subject to change at the discretion of the A&M System. SSC is responsible for ensuring that it is following the most current procedures. The HUB Program Office procedures that are applicable at the signing of this contract are included in Attachment L.
- d. **GFE Requirements.** In addition to the procedures outlined in Section 9.1.12, for all special projects and CSPs anticipated to exceed \$100,000, SSC shall also require the following as a demonstration of GFE:
 - (1) Notify, in writing, at least three HUBs of the subcontracting opportunities that the Respondent intends to subcontract. The Respondent shall provide the notice described in this section to three or more HUBs per subcontracting opportunity that provide the type of work required.
 - (2) Notify, in writing, at least two trade organizations or development centers that serve economically disadvantaged persons, of the subcontracting

opportunities that the Respondent intends to subcontract.

- (3) The notices required by subsections 2d and 2e shall identify a contact person, and shall include:
 - the scope of work,
 - information regarding location to review plans and specifications,
 - information about bonding and insurance requirements,
 - required qualifications and other contract requirements.
 - (4) Provide the notices required by subsections 2d and 2e at least seven working days prior to submission of the response. **Neither the day on which the notice is sent nor the day on which the response is due count as one of the required seven working days. Federal holidays and weekends are also excluded.** SSC may determine that circumstances require a time period other than seven days but shall obtain approval from the A&M System prior to notifying potential vendors of the requirement and shall document the justification in the contract file.
 - (5) Submit documentation of having provided the notices required by subsections 2d and 2e, including copies of relevant correspondence with the recipients, as an attachment with its HSP form.
 - (6) SSC shall require the use of the Method B Attachment. The Respondent is required to include a written justification for the selection of a non-HUB business to perform a subcontract instead of a HUB that bid for the same subcontract work.
- e. SSC shall maintain records from the awarded Respondent in accordance with Sections 9.1.14 and 9.1.15 of this agreement.

13.4 Reporting

- a. **Progress Assessment Reports.** At the beginning of each calendar month and no later than the 11th day of the month, SSC shall submit to the A&M System an HSP Progress Assessment Report ("PAR") covering the Services performed during the prior calendar month. The format of the PAR shall be agreed upon by the HUB Program Office and SSC, and shall include information as required by the HUB Program Office.

- 13.5 **Audits.** While this Agreement is in effect and in accordance with the A&M System's retention policy, the A&M System may require information from SSC, and may conduct audits, to assure that all stated HUB Program Requirements of this Agreement are followed.

The A&M System may request supporting documentation of subcontractor payments to fulfill the requirements of 34 TAC Part 1, Chapter 20, Subchapter D, Division 1. SSC shall comply with requests in a timely manner.

The A&M System shall audit SSC's compliance with all stated HUB Program Requirements. If SSC fails to fulfill the Agreement in accordance with the stated HUB Program Requirements, the A&M System shall notify SSC of any deficiencies and SSC shall be required to submit documentation explaining why failure to fulfill the Agreement in accordance with the stated HUB Program Requirements should not be attributed to a lack of good faith effort by SSC. If a determination is made that SSC failed to implement the plan in good faith, the A&M System, in addition to any other remedies, may bar SSC from further contracting opportunities with the A&M System.

14. TERMINATION

14.1 **Termination.** This Agreement may be terminated before the expiration of the Initial Term or any subsequent Renewal Term upon the occurrence of any of the following:

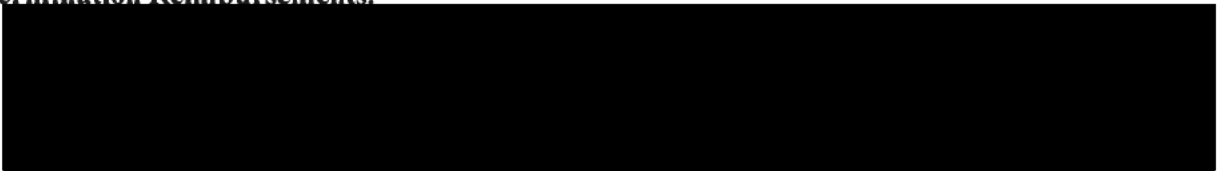
- a. **Termination for Default.** In the event of Substantial Failure by either Party to perform in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon ninety (90) days written notice of termination setting forth the nature of the failure, provided that the failure is through no fault of the other Party and is not due to Force Majeure conditions. The termination shall not be effective if (i) the other Party fully cures the failure within thirty (30) calendar days of receipt of the written notice; or (ii) such failure is of a nature that it cannot be cured within thirty (30) calendar days, and the Party in default shall have promptly commenced curing such default within such thirty (30) calendar day period and shall thereafter proceed to cure such default with reasonable diligence in good faith without interruption except for causes reasonably beyond its control. For purposes of this Section 14.1, the term "Substantial Failure" shall mean material non-compliance with the requirements of this Agreement which:
 - a. is material and continues over a protracted period of time;
 - b. is repeated at least three (3) times in a twelve (12) month period or is systematic and is not corrected or adequately responded to once identified;
 - c. results in material non-compliance with applicable laws or regulations resulting in substantial harm to Texas A&M;
 - d. materially interferes with or impedes the other Party's ability to perform its responsibilities under this Agreement; or
 - e. materially deprives the other party of the benefits it reasonably anticipated under this Agreement.
- b. **Termination for Convenience.** Either Party may, at its sole discretion, without cause and at its convenience, terminate this Agreement at any time upon giving one hundred and eighty (180) days advance notice to the other Party. Upon termination pursuant to this Section 14.1(b), Texas A&M shall compensate SSC for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with then applicable rates under this Agreement. Except as otherwise provided for herein, neither Party shall be required

to reimburse or pay the other Party for any services performed or expenses or liabilities incurred after the effective date of termination.

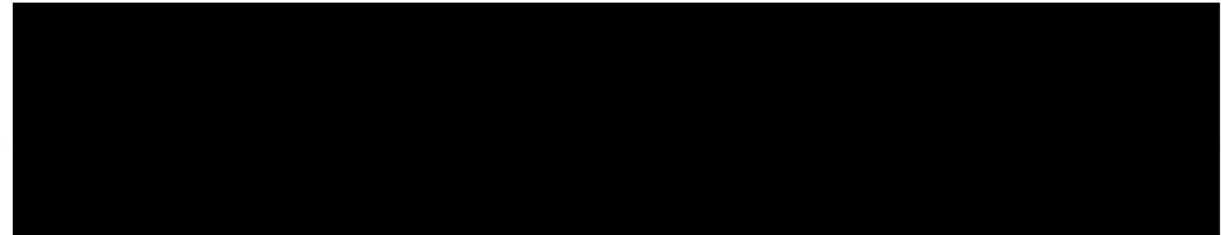
- c. **Termination for Non-Payment.** In the event that twice in a six (6) month period, Texas A&M does not make its monthly payments of the Base Fees on or before the dates due under this Agreement, SSC may, at its option, terminate the Agreement at any time after giving fifteen (15) days' prior written notice to Texas A&M unless all overdue amounts are paid before the end of the notice period. In addition, Only to the extent authorized by the Constitution and laws of the state of Texas, does Texas A&M agrees to pay any damages suffered by SSC in connection with the collection of amounts due and/or termination of this Agreement.
- d. **Damages Restriction.** If this Agreement is terminated for any reason, neither Party shall be liable to the other Party for any damages (indirect, consequential, or special), claims, losses, or any other amounts arising from or related to any such termination except for liabilities and obligations specifically provided in this Agreement or under applicable law.

14.2 **Termination Reimbursements.**

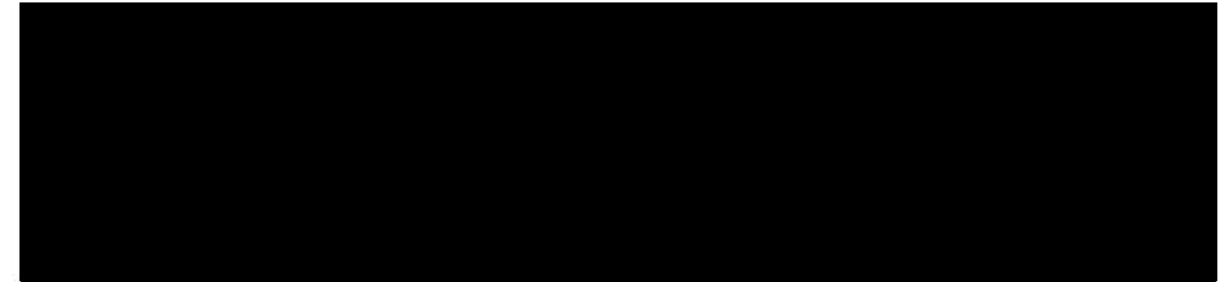
a.



b.



c.



- 14.3 **Wind Down Process.** If the Agreement expires or terminates pursuant to any of the events set forth in Section 14, Termination, the Parties shall make reasonable and good faith efforts to develop and implement a mutually agreeable plan to orderly wind down the Services in a manner minimally disruptive to both Parties, such plan shall include (i) dissolution or disposition of any shared facilities and assets and wind down of existing operations for all Services; (ii) a process to unwind any and all special projects and/or ongoing Services; and (iii) a process for transition of SSC employees to the new vendor, should those employees so choose, such transition to be in conjunction with the wind down of the Services.

- 14.4 **Continued Application of Terms of Agreement.** During the period of wind down of the Services described under Sections 5, 6, 7, and 8, all relevant terms and provisions of this Agreement will continue to apply as necessary to govern the Parties' relationship. Furthermore, SSC will continue to provide the Services (the "Wind-Down Services"), for a mutually agreed upon period from the date of such expiration or termination in order that Texas A&M may achieve an orderly transition of such Services to another vendor (such period of time to be the "Wind-Down Period"). SSC will use commercially reasonable efforts to provide such other reasonable transition assistance as may be required from time to time.

15. INFORMATION TECHNOLOGY

- 15.1 **Access to Agency Data.** Pursuant to Section 2054.138, *Texas Government Code*, SSC shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of Texas A&M's data. SSC shall periodically provide Texas A&M with evidence of its compliance with the Security Controls within thirty (30) days of Texas A&M's request.
- 15.2 **Cybersecurity Training Program.** Pursuant to Section 2054.5192, *Texas Government Code*, SSC and its employees, officers, and subcontractors who have access to Texas A&M's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by Texas A&M. The cybersecurity training program must be completed by SSC and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. SSC shall verify completion of the program in writing to Texas A&M within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. SSC acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for Texas A&M to terminate this Agreement for cause.
- 15.3 **FERPA.** For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Texas A&M hereby designates SSC as a school official with a legitimate educational interest in any education records (as defined in FERPA) that SSC is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. SSC shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M in writing. SSC is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. SSC shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on SSC in this Section, including without limitation, the prohibition on redisclosure. SSC shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

16. GENERAL PROVISIONS AND STATE CONTRACTING REQUIREMENTS

- 16.1 **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- 16.2 **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- 16.3 **Representations & Warranties.** If SSC is a business entity, SSC 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 SSC has been duly authorized to act for and bind SSC.
- 16.4 **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by SSC’s Service to Texas A&M. Except as specifically required under the terms of this Agreement, SSC (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Texas A&M. As an independent contractor, SSC is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. SSC and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- 16.5 **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement. Should this Agreement expire or terminate, SSC must cease all use of said Marks.
- 16.6 **Non-Assignment.** SSC shall neither assign its rights nor delegate its duties under any resultant agreement without prior written consent of Texas A&M.
- 16.7 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement

shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

16.8 **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9 **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

16.10 **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Texas A&M and SSC can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M: Texas A&M University
Attention: Phillip Ray, Vice Chancellor for Business Affairs
Moore/Connally Building, 7th Floor
301 Tarrow St.
College Station, TX 77840-7896
(979) 458-6000

SSC: SSC Service Solutions
Attention: Seth Ferriell, CEO
1845 Midpark Rd
Knoxville, TN 37921

With a copy to:
SSC Service Solutions
Attn: General Counsel
2400 Yorkmont Road
Charlotte, North Carolina 28217

- 16.11 **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 16.12 **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.
- 16.13 **Non-Waiver.** A&M System is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M System.
- 16.14 **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and SSC to attempt to resolve any claim for breach of contract made by SSC that cannot be resolved in the ordinary course of business. SSC shall submit written notice of a claim of breach of contract under this Chapter to the Vice Chancellor for Business Affairs of The Texas A&M University System, who shall examine SSC's claim and any counterclaim and negotiate with SSC in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability, and A&M System has not waived its right to seek redress in the courts.

Either Party may submit any dispute relating to this Agreement to the President of SSC and the Vice Chancellor for Business Affairs of The Texas A&M University System, who shall promptly meet and confer in an effort to resolve the dispute through good faith consultation and negotiation.

- 16.15 **Public Information Act.** SSC acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M's written request, SSC will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M. SSC acknowledges Texas A&M may be required to post of a copy of any resultant fully executed agreement on its internet website in compliance

with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to any resultant agreement and SSC agrees that the agreement can be terminated if SSC knowingly or intentionally fails to comply with a requirement of that subchapter.

- 16.16 **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, SSC certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. SSC acknowledges this Agreement may be terminated if this certification is inaccurate.
- 16.17 **Delinquent Child Support.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, SSC certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 16.18 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, SSC agrees that any payments owing to SSC under this Agreement may be applied directly toward certain debts or delinquencies that SSC owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 16.19 **State Auditor's Office.** SSC understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. SSC agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. SSC will include this provision in all contracts with permitted subcontractors. In addition and independently, the Texas A&M Internal Audit Department shall be similarly authorized to conduct an annual audit or investigation of SSC's documents, papers, and records involving transactions related to this Agreement.
- 16.20 **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, SSC certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. SSC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.21 **Firearm Entities and Trade Association Discrimination.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, SSC verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm

entity or firearm trade association. SSC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 16.22 **Energy Company Boycotts.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, SSC represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies 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 Agreement, SSC shall promptly notify Texas A&M.
- 16.23 **Certification Regarding Products from the Gaza Strip.** SSC represents and warrants that the goods it provides to Texas A&M under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- 16.24 **Loss of Funding.** Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then Texas A&M will issue written notice to SSC and Texas A&M may terminate this Agreement without further duty or obligation hereunder, except that upon such termination Texas A&M shall remain liable for and shall pay to SSC all amounts due for Services provided through the date of such termination, together with the unamortized balance of the Signing Bonus, Joint Award Bonus, and Capital Investment. SSC acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to SSC for any damages that are caused or associated with such termination or cancellation.
- 16.25 **Prior Employment.** SSC acknowledges that Section 2252.901, *Texas Government Code*, prohibits Texas A&M from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement. If SSC is an individual, by signing this Agreement, SSC represents and warrants that it is not a former or retired employee of Texas A&M that was employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement.
- 16.26 **Conflict of Interest.** SSC certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of Texas A&M, has a direct or indirect financial interest in SSC or in the transaction that is the subject of the Agreement.
- 16.27 **Franchise Tax Certification.** If SSC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then SSC certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that SSC is exempt from the payment of franchise (margin) taxes.
- 16.28 **Not Eligible for Rehire.** SSC is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4

("NEFR Employee"). In the event Texas A&M becomes aware that SSC has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M.

- 16.29 **Non-Discrimination.** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- 16.30 **Immigration Reform and Control Act of 1986.** SSC certifies it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- 16.31 **Civil Rights Requirements.** SSC must comply with applicable civil rights laws.
- 16.32 **Ethics.** The Parties shall implement programs, policies and procedures necessary to promote compliance with their respective Codes of Ethics or ethics policies, regulations rules or procedures. The Parties shall also provide each other copies of their internal Codes of Ethics within ten (10) days of final execution of this Agreement. Further, the Parties shall provide each other copies of any revisions to such codes, policies, regulations and rules within thirty (30) days of the effective date of the revision. In the event of a breach by a Party's employees of the requirements of its respective Code of Ethics relating specifically to Texas A&M, such Party will notify the other Party of such breach within five (5) days of discovery thereof.
- 16.33 **Non-Solicitation.** In the event of termination or expiration of this Agreement, Texas A&M may offer employment to non-managerial SSC employees engaged in providing the Services, and SSC shall assist Texas A&M in the transfer of any such non-managerial employees electing to accept employment with Texas A&M, and/or any successor contractor selected by Texas A&M. Texas A&M shall not during the Term of this Agreement or for two (2) years thereafter solicit to hire, hire or contract with SSC's employees who manage any Services or who manage any employee or any other highly compensated employees, or any persons who were so employed by SSC, whether at the Premises or at any other facility operated by the other Party ("Managerial Employees"), nor will Texas A&M permit Managerial Employees of SSC to be employed on the Texas A&M's Premises, for a period of two (2) years subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of Texas A&M) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a janitorial service provider ("Two-year Non-solicitation"). In the event of any breach of such Two-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual base salary of the relevant employee as liquidated damages. The foregoing shall not apply where any such employee is responding to a publicly and generally advertised position by the other party that is not related to the services and responsibilities performed by such employee under this Agreement and provided that such Managerial Employee

has not been directly approached or solicited by Texas A&M.

- 16.34 **Multiple Counterparts.** This Agreement may be executed by each of the parties in separate counterparts; each counterpart when so executed shall be deemed an original. When executed by all parties, such counterparts shall, together, constitute and be one and the same Agreement.
- 16.35 **Ownership of Documents.** Upon completion or termination of the Agreement, all documents prepared by SSC for the benefit of Texas A&M shall become property of Texas A&M. At Texas A&M's option, such documents shall be delivered to the System Procurement Office. Texas A&M acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, Texas A&M shall have a recognized proprietary interest in the work product of SSC.
- 16.36 **Compensation for Preparing Bid Specifications.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 16.37 **Buy Texas.** With respect to all goods purchased pursuant to this Agreement, SSC represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.
- 16.38 **Best Value Procurement.** As permitted by Texas Education Code 51.9335, other institutions of higher education may utilize this Agreement as a best value method to procure the services provided herein, subject to SSC express written agreement, upon financial and other terms to be agreed upon by SSC and such other institutions.
- 16.39 **Records Retention.** SSC will preserve all contracting information, as defined under Texas Government Code, Section 552.003(7), related to the resultant Agreement for the duration of the resultant Agreement and for seven years after the conclusion of the resultant Agreement.
- 16.40 **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, SSC certifies that the individual or business entity named in this Solicitation is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 16.41 **COVID-19 Vaccine Passport Prohibition.** SSC certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from SSC's business. SSC acknowledges that such a vaccine or recovery requirement would make SSC ineligible for a state-funded contract.

- 16.42 **Dealings with Public Servants Affirmation.** SSC 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 resultant agreement.
- 16.43 **Campus Secure Areas; Research Activities; Confidentiality.** The parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that SSC's access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by Texas A&M. The parties agree that all research and testing information and activities ("Research Activities") conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. SSC agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to SSC before or during SSC's access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that SSC (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), SSC (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. SSC is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

17. COMPLIANCE WITH LAWS

- 17.1 SSC shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement. Compliance with the Law. The Parties shall fully comply with their respective obligations under all applicable, federal, state and local laws, regulations, codes, ordinances and orders. In addition, each Party shall implement programs, policies and procedures necessary to promote compliance with applicable laws, regulations, codes, ordinances and orders. In the event of a felony criminal charge or conviction of any officer or director of either Party, such Party shall notify the other Party within five (5) days of such criminal charge or conviction.
- 17.2 Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and

Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

18. CONFIDENTIALITY

18.1 In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, best practices, policies and procedures, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential (“Confidential Information”). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information:

- (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder;
- (b) to the extent expressly authorized by either Party;
- (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement;
- (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party;
- (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or
- (f) subject to Section 18.3 below, as required by Texas law;
- (g) subject to Section 18.3 below, order of a court or administrative body with jurisdiction;
- (h) subject to Section 18.3 below, as required by an order during the course of a judicial or regulatory proceeding or as required by a government authority.

18.2 The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party’s Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

18.3 Texas Public Information Act Requirements. Notwithstanding the foregoing subsection, and subject to Section 18.3 below, SSC acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

18.4 In the event Texas A&M receives a request or notice to produce information provided by SSC

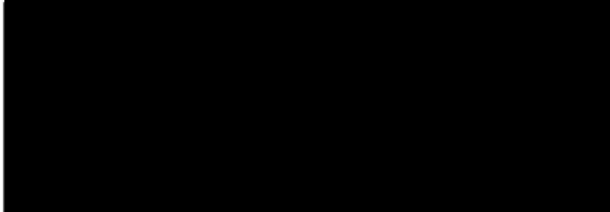
and marked by SSC as confidential, proprietary, trade secret. Texas A&M shall (i) assert the confidential nature of the information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any information so disclosed, including without limitation cooperating with SSC in asse lling grounds to seek such confidential treatment, (iii) immediately notify SSC in writing of the requirement, order, or request to disclose in advance of such disclosure in order to afford SSC the opportunity to determine whether the requested information is protected from disclosure and to assist in Texas A&M's efforts to obtain confidential treatment of such Confidential Information and to enable SSC to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing SSC's information until at least seven (7) business days after Texas A&M shall have provided SSC with advance written notice of such requirement, order, or request to disclose, so that SSC may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon Texas A&M's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such information.

SIGNATURE PAGE TO FOLLOW

19. SIGNATURES

The Parties have executed this Agreement on the date(s) indicated below.

TEXAS A&M UNIVERSITY SYSTEM



SOUTHEAST SERVICE CORPORATION

