



Texas Medical Center

REQUEST FOR PROPOSAL

To: **SUPPLIER**

Documents: Request for Proposal (RFP) documents are available at the office of Heather Shepherd:

TEXAS MEDICAL CENTER

2450 Holcombe Blvd., Suite 1

Houston, Texas 77021-2040

Phone: (713) 791-6197

Cell: (713) 816-9007

E-mail: hshepherd@texasmedicalcenter.org

Proposal Due Date:

Submit Proposals To: Heather Shepherd @ hshepherd@texasmedicalcenter.org

**Proposal Opening: Public Bid Opening TMC Nathaniel Firestone Conference Room
April 29, 2011 3:30 PM**

Request for Bid (RFB) Due Date: April 29, 2011



Texas Medical Center

REQUEST FOR PROPOSAL

CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF TEXAS MEDICAL CENTER - PANDEMIC FLU TMC PREPAREDNESS RESPONSE GUIDE

GENERAL:

1. It is the intent of Texas Medical Center (TMC) to engage a qualified and experienced Consultant, which shall supply all the personnel, material, equipment, supplies and other resources necessary to develop the Texas Medical Center – Pandemic Flu TMC Preparedness Response Guide resulting in a coordinated response for TMC and its member institutions for any potential pandemic flu outbreaks. The plan will incorporate an integrated response from member institutions, administration, medical staff, and public health, city, county and state resources.

PROJECT SCOPE:

The Texas Medical Center is the largest medical center in the world with one of the highest densities of clinical facilities for patient care, health education and research. The center is composed of 49 healthcare institutions, including 14 hospitals (with three Level One trauma centers), three medical schools, six nursing schools, and schools of dentistry, public health, pharmacy and allied health. All 49 institutions are Not-for-Profit. The scope of the project will require:

1. Build and improve existing state of TMC Pandemic Influenza Plan:
 - The current TMC Pandemic Influenza Plan (48 pages) is "incomplete" and "out-of-date." Approximately one-half of the document is salvageable and the remainder of the document will be new content.
2. The following concepts shall be addressed:
 - Medical staff surge.
 - Hospital/ICU bed, ventilator and flu supply inventory and prioritization of use.
 - Visitation and triage policies.
 - Education and communication strategy for public, patients, visitors, staff, students, contractors, vendors and volunteers to encourage vaccinations and flu prevention measures.
 - Immunization requirements and strategies to protect healthcare workers, office staff and students.
 - Impact of school closings and public transportation restrictions on staff availability.
 - Human resources policy issues and CDC guidance.
 - Security and traffic control.
3. The primary goal of the plan is to address the most effective response that the TMC organization and its member institutions can provide to support the region in a pandemic event.
4. The following capabilities, gaps and recommendations identified during the TMC 2009-2010 H1N1 Advisory Group meetings will be used as a planning baseline:
 - Capabilities:
 - Contribution of TMC Advisory Group
 - HR policies developed by TMC institutions
 - Inventory of gloves
 - Inventory of sanitizers
 - Public health education and message effort
 - Gaps:
 - Inventory of masks
 - Supply of H1N1 vaccine
 - Rate of patient H1N1 vaccine
 - Rate of employee vaccination for H1N1
 - Availability of resources for employee and student protection

- Recommendations:
 - Conflicting guidance from CDC and OSHA regarding the use of N-95 respirator masks needs to be resolved to support a medical community standard adopted locally. This issue should be given to the Government Affairs Advisory Council with strong input from the Infection Control Practitioners of the Texas Medical Center.
 - A student Texas Medical Center Passport should be created that would establish a common standard for immunization and vaccination for all students who rotate through TMC medical facilities. This issue should be given to the Council of Chief Human Resource Officers for action.
 - The use of Pharmacy students as vaccinators in support of mass clinics was limited by state regulations that prohibit them from vaccinating anyone under nine years of age. Upon advice of the Council of Pharmacy Executives, this may also become an issue for the Government Affairs Advisory Council to address.
 - During Pandemic events, the Advisory Group should be utilized and expanded to include non-TMC acute care facilities.
 - The Advisory Group should be activated for the 2010-2011 Flu Season to provide support for increased employee vaccination rates, public health messaging, and assessment of the impact on staff and facilities.

5. Scenario to be used as the basis for this planning effort:

- TMC will use the Regional Catastrophic Preparedness Initiative's 2011 Pandemic Influenza Regional Scenario.

6. Selected Consultant will be required to lead meetings that consist of representatives from the TMC member institutions, Houston Independent School District, Houston Police Department, Public Health Authorities (City of Houston, Harris County and the State of Texas), and non-TMC acute facilities. Meetings will be held at least monthly for approximately seven months to identify the appropriate response to a pandemic event. At the direction of the Consultant, subcommittees will conduct research and provide results for specific issues.

7. Consultant will prepare drafts and final plan to include input from the working teams. TMC to be provided a hard copy of plan, along with an electronic copy of file (in an editable format) and shall retain edit rights.

8. Subject Matter Expertise/Past Projects:

- Consultant is required to have pandemic flu planning experience with a large medical complex, large health department, CDC, DHS, NIH, WHO, FEMA, or similar health entities. Please provide a short (one to two pages) concise summary detailing knowledge of and subject matter expertise in the area of regional pandemic influenza planning and/or related catastrophic healthcare events planning with the above medical entities.
- Please provide three to five sample work products of relevant/comparable current or past projects. For each work product, include a one-page summary that outlines the scope and specific deliverables.

RFP DELIVERY INSTRUCTIONS:

Proposed Project Start Date: May 13, 2011

Proposed Completion Date: November 30, 2011

Type of Pricing Requested: Time and Material-Not to Exceed

Contract Type: Consulting Service Agreement (See Attached)

Bid Packages Due Date: April 29, 2011 no later than 3:00 PM Central Standard Time (CST)

Procurement Contact:

Heather Shepherd

Senior Buyer

Texas Medical Center

2450 Holcombe Blvd., Ste 1

Houston, TX 77021-2040

713.791.6197 direct

713-816-9007 cell

hshepherd@texasmedicalcenter.org



Texas Medical Center

Form D1-339 (Back)
Sales Tax Exemption
(Rev 7-10/7)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Texas Medical Center (74-1030788)	
Address (Street & number, P.O. Box or Route number) 2450 Holcombe Boulevard, Suite 1	Phone (Area code and number) 713-791-6454
City, State, ZIP code Houston, Texas 77021-2040	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

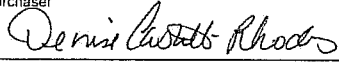
The tangible items required to meet all provision in accordance with the services and/or goods to be provided.

Purchaser claims this exemption for the following reason:

Texas Medical Center was granted an exemption from Sales Tax on July 5, 1962. The taxable items purchased are for Texas Medical Center's own use, are being purchased in its own name, and with its own funds.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title Exec. Vice-President, CFO	Date 1/5/2011
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

Texas Medical Center

Consulting Services Agreement XXX-XXXX-XXXXXX

THIS CONSULTING SERVICES AGREEMENT ("Agreement"), dated the _____ day of _____, 20____, (the "**Effective Date**") is made by Texas Medical Center ("**TMC**"), having a place of business at 2450 Holcombe Boulevard, Suite 1, Houston, Texas 77021-2040, and _____ ("**Supplier**"), a _____ (insert state) (insert type of entity), having a place of business at _____, Houston, Texas, _____. TMC and Supplier are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". Whereas, the Parties are mutually desirous that Supplier performs certain work, TMC and Supplier agree as follows.

Term: The Term of this Agreement shall commence on the Effective Date and shall remain in force until _____ (insert date) ("**Term**").

Services to be Performed: Services to be performed under this Agreement ("**Services**") include _____ a s more fully described in an Exhibit to this Agreement. All Services performed under this Agreement shall be completed to the satisfaction of TMC. TMC will decide any questions that may arise as to the fulfillment of the Services by Supplier, and TMC's determination and decision shall be final and conclusive. It is expressly understood and agreed that this Agreement does not grant Supplier an exclusive privilege to provide to TMC any or all of the services provided for in this Agreement and TMC may contract with others for the procurement of comparable services.

Contract Documents: This Agreement consists of the Terms and Conditions and the following Exhibits, which are attached hereto and incorporated herein, and all Amendments, which may, but are not required to, be attached hereto ("**Contract Documents**").

Exhibits:

- Exhibit A:** Supplier's Services and Rate Schedule
- Exhibit B:** Texas Sales and Use Tax Exemption Certificate
- Exhibit C:** Supplier's Insurance Requirements
- Exhibit D:** Texas Medical Center Safety Guidelines
- Exhibit E:** Reimbursable Expenses Guidelines

IMPORTANT!

Supplier represents and warrants that all personnel performing Services for TMC are duly authorized to be employed in the United States, and that Supplier has obtained any necessary visas or work authorization documents for such personnel at no expense to TMC, properly and timely completed and retain Employment Eligibility Verification Forms (I-9 Forms) for all such personnel and otherwise comply with all federal, state and local immigration laws, regulations and rules with regard to such personnel.

TEXAS MEDICAL CENTER,
a Texas non-profit corporation

a _____ [type of entity]

By: _____
Name: Richard E. Wainerdi, P.E., Ph.D.
Title: President, Chief Executive Officer and
Chief Operating Officer

By: _____
Name: _____
Title: _____

Date: _____, 20____

Date: _____, 20____

TERMS AND CONDITIONS
CONSULTING SERVICES AGREEMENT

1. **Definitions.** Terms with initial capital letters are defined terms. Bold italicized print in quotation marks (e.g., "***Transfer***") indicates the definition of a term. A defined term (a) has the same meaning throughout this Agreement, (b) may appear in this Agreement before its definition, and (c) applies to all grammatical variations of the term also shown with initial capital letters (e.g., the definition of the word "***Transfer***" also applies to "***Transferee***"). "***Property***" refers to buildings, together with all related land, garages, parking lots, landscaping, fixtures, equipment and other improvements, owned or controlled by TMC.
2. **Professional Standards/Performance.** Supplier represents and warrants that all Services will be performed by Supplier in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to Suppliers engaged in providing similar services. TMC is entering into this Agreement in reliance on Supplier's special abilities with respect to performing the Services. Supplier accepts the relationship of trust and confidence established between TMC and Supplier by this Agreement. Supplier will (i) use its best efforts, skill, judgment, diligence, and abilities in performing the Services, (ii) will have the requisite skill and personnel to perform the Services required hereunder fully, in a timely and efficient manner, (iii) cooperate with TMC, (iv) comply with all TMC physical and information security instructions and procedures, including security procedures and instructions coordinating access to TMC facilities and systems and/or relating to passwords, auditing, and third-party license restrictions (collectively, "***TMC Security Instructions***") (v) furnish, at Supplier's expense (unless otherwise noted in an Exhibit), all supplies, equipment and tools (collectively, "***Equipment and Materials***"), labor and transportation necessary for performance of Services, (vi) use only Equipment and Materials which are of first quality, new and free of defects, (vii) store Supplier's Equipment and Materials at the Property only in locations (if any) designated by TMC, (viii) keep any storage area used by Supplier in a clean, secure and orderly condition, (ix) use means and take measures, including, where appropriate, the use of protective coverings, as reasonably required or approved by TMC, to protect the portions of the Property affected by the Services, (x) use an appropriate number and quality of personnel and an appropriate amount and quality of Equipment and Materials to perform the Services fully, timely and efficiently, (xi) if roof access is required, comply with the OSHA Standards for Fall Protection, (xii) examine upon receipt and certify to TMC the quantity, description, and condition of any Equipment and Materials expressly required by this Agreement to be supplied by TMC, and (xiii) at the expiration or earlier termination of this Agreement, return (a) all keys, identification badges, access cards, or other methods of building access or documentation, (b) all records, materials, equipment, drawings and documents which are owned, leased or licensed to TMC, and (c) any data of any nature pertaining to or incorporating any Confidential Information of TMC, including copies thereof, regardless of when obtained by or made available to Supplier or its personnel.
3. **EMERGENCIES.** SUPPLIER ACKNOWLEDGES THAT TMC MAINTAINS THE PRIVATE STREETS, PARKING FACILITIES, COMMON AREAS AND OTHER INFRASTRUCTURE FOR TEXAS MEDICAL CENTER CAMPUSES, AND THAT IT IS IMPORTANT THAT THE TEXAS MEDICAL CENTER SERVICES REMAIN OPERATIONAL IN ALL CONDITIONS. IN THE EVENT OF A NATURAL DISASTER (SUCH AS A HURRICANE, TORNADO, WIND STORM, TROPICAL STORM, FLOODING, ETC.) OR MAN-MADE DISASTERS (SUCH AS TERRORIST ATTACKS) (COLLECTIVELY, "***EMERGENCIES***"), SUPPLIER WILL CONTINUE TO PROVIDE SERVICES IN THE SAME MANNER AND LEVEL OF RESPONSIBILITY AS WAS PROVIDED DURING NON-EMERGENCY PERIODS.
4. **Changes in Services.** From time to time, TMC may request changes in the Services, issue additional instructions, require additional Services or direct the omission of Services previously ordered. Upon receipt of a request for change in Services from TMC, Supplier will deliver to TMC a written proposal setting forth in detail the estimated cost or estimated reduction of the requested change. Supplier will not proceed with any change without a formalized amendment to this Agreement ("***Amendment***"). SUPPLIER IS NOT AUTHORIZED TO COMMENCE PERFORMANCE OF ANY SERVICES PURSUANT TO AN AMENDMENT UNTIL SUPPLIER RECEIVES A FULLY EXECUTED AMENDMENT. TMC IS NOT LIABLE TO SUPPLIER ON ANY BASIS FOR ANY SERVICES PERFORMED BY SUPPLIER PRIOR TO THE DATE ON WHICH THE PRESIDENT OF TMC EXECUTES THE AMENDMENT.
5. **Performance During Term.** Supplier will commence performing the Services on the date stated in this Agreement and will thereafter continuously and diligently perform the Services in accordance with the provisions of this Agreement through the completion of the Services. Unless otherwise provided herein, Services will be performed during normal business hours for the Property.

6. **Personnel.** During the Term, Supplier will (i) exercise due diligence in the investigation of identification, credentials and references, hiring, paying and supervision of all Supplier's personnel and all subcontractors required or engaged to perform the Services, (ii) ensure that no personnel performing Services for TMC have been convicted of a felony involving physical violence, weapons or narcotics possession, criminal mischief, theft or dishonesty, (iii) ensure that all personnel performing Services for TMC are duly authorized to be employed in the United States, obtain any necessary visas or work authorization documents for such personnel at no expense to TMC, properly and timely complete and retain Employment Eligibility Verification Forms (I-9 Forms) for all such personnel and otherwise comply with all federal, state and local immigration laws, regulations and rules with regard to such personnel, (iv) calculate and pay to personnel wages in accordance with all federal, state and local wage and hour laws, (v) exercise management control over all personnel utilized by Supplier in performing the Services, and (vi) promptly remove any personnel performing Services upon the request of TMC for any reason not unlawful and not reassign such personnel to the Property or any other property owned or controlled by TMC. Prior to entry upon the Property by Supplier's employees, agents, and subcontractors for the purpose of performing the Services, Supplier will provide such parties with all necessary information concerning the Property and appropriate and adequate training regarding the activities to be performed, including training relating to any actual or potential dangers, personnel safety and any Applicable Law affecting performance of the Services. All such training will be consistent with the guidelines and regulations of the Environmental Protection Agency ("**EPA**"), the Occupational Safety and Health Administration ("**OSHA**"), and other governmental authorities. Supplier will be solely responsible for the safety of Supplier and its employees and its subcontractors and their employees in or about the Property. **SUPPLIER ACKNOWLEDGES THAT TMC WILL HAVE NO OBLIGATION TO SUPPLIER, SUPPLIER'S PERSONNEL, SUBCONTRACTORS, OR OTHER AGENTS, OR THEIR PERSONNEL, REGARDING ITS OR THEIR SECURITY WHILE ON THE PROPERTY.** TMC may, at its discretion, require Supplier's personnel to exhibit identification credentials issued by TMC in order to gain access to TMC's premises for performance of the work. If, for any reason, any of Supplier's personnel are no longer performing the work, Supplier shall immediately inform TMC. Notification shall be followed by the prompt delivery to TMC of the identification credentials or a written statement of the reasons why the identification credentials cannot be returned.
7. **Subcontractors.** Supplier shall not employ any subcontractors for the Services without the prior written consent of TMC. If TMC approves the use of one or more subcontractors by Supplier, Supplier will nevertheless maintain the principal role in performing the Services and will at all times be responsible for the performance of the approved subcontractor(s).
8. **No Discrimination.** TMC is an equal opportunity employer and requires all Suppliers and subcontractors to comply with all federal and state equal employment requirements. Supplier represents and warrants that Supplier does not discriminate in its employment policies on the basis of race, color, religion, sex, sexual orientation, age, national origin, disability, or veteran status, and covenants that Supplier will not so discriminate in the future. Upon TMC's request, Supplier will execute and deliver to TMC, within ten (10) days of such request, a written certification that Supplier does not discriminate on any such basis in its employment practices.
9. **Compliance with Applicable Law.** Supplier represents and warrants that it is familiar with and will, at its own expense, fully comply with Applicable Law relating to the Services and personnel safety and with TMC's rules, regulations, Safety Requirements and Surface Washing Compliance Plan for Contractors; as such rules, regulations, requirements and Compliance Plan are amended from time to time. Supplier may obtain a copy of TMC's rules and regulations and Compliance Plan from TMC's Representative, if it is not attached to this Agreement as an Exhibit, "**Applicable Law**" means collectively all common law, federal, state and local laws, statutes, ordinances, codes, regulations, rules, requirements, policies, guidelines, court rulings, orders or determinations of all governmental authorities ("**Governmental Authorities**"), utility companies, or insurance companies applicable to the performance of the Services, employee safety, public health and safety, or the environment, including all Environmental Laws, and any amendments, rules, regulations, orders or directives issued under such laws.
- 9.1. **"Environmental Laws"** means all federal, state, and local laws, rules, regulations, policies, guidelines, orders or common law relating to the protection or preservation of the environment, natural resources or human or occupational health or safety including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act (Sections

- 9.2. **Personally Identifiable Information.** If during the course of performing the Services, Supplier takes possession of or gains access to Personally Identifiable Information, the following shall be included in the definition of Applicable Law: all laws and data security standards regulating Personally Identifiable Information including FACTA, HIPPA, the Gramm Leach Bailey Act, the Payment Card Industry Data Security Standard, Sections 35 and 48 of the Texas Business and Commerce Code and various notification statutes. "**Personally Identifiable Information**" includes names, addresses, social security numbers, personal account information, and government identification information. Supplier will have a security incident response plan that will provide reports and notifications to TMC's General Counsel of any suspected unusual activity that represents a potential security threat. Supplier shall immediately report to TMC any and all security breaches to systems hosting TMC information or providing services on behalf of TMC.
10. **Licenses and Permits.** Supplier represents and warrants that Supplier is licensed to the extent required by all Applicable Law and will, at its sole cost, fully comply with and maintain such licensing throughout the Term. Supplier represents and warrants that it will apply for, obtain, maintain and fully comply with, at Supplier's expense, all licenses, registrations, certificates, approvals and permits required by governmental and quasi-governmental authorities having jurisdiction over the Services.
11. **Taxes.** TMC will make no deductions from any of the payments due to Supplier hereunder for local, state or federal tax purposes. Supplier is responsible for filing all documents and paying before delinquency, any (i) sales, consumer, use and similar taxes attributable to or assessed on any portion of the Services or the Equipment and Materials used or provided by Supplier in connection with rendering the Services (collectively, "**Sales Taxes**"), (ii) taxes, fees, rates, duties and assessments imposed on Supplier, Supplier's operations, or the compensation for the Services performed under this Agreement, and (iii) all taxes as may be required by virtue of Supplier's status as an independent contractor, including all local, state and federal payroll taxes (including withholding and contributions). TMC is a non-profit corporation that is exempt from taxation under federal and state law, and, therefore TMC is exempt from any taxes that arise from or are related to the Services provided by Supplier pursuant to this Agreement. TMC's Texas Sales and Use Tax Exemption Certification is attached hereto as an Exhibit.
12. **Mechanics' Liens.** Supplier will (i) make timely payments to Supplier's employees, subcontractors and/or suppliers, and (ii) keep the Property and any Materials incorporated into the Property in the performance of the Services free from mechanics' liens or claims and all other liens, legal or equitable, or claims arising out of Supplier's Services. If, during the Term or after expiration or earlier termination of the Term, any lien is claimed or filed by anyone claiming by, through or under Supplier, Supplier will bond or discharge such lien or claim within ten (10) days after Supplier receives notice of such lien or claim. TMC, in addition to any other available remedy, may bond or discharge the lien or claim and will be reimbursed by Supplier upon demand for costs incurred by TMC.
13. **Supplier's Warranties.** Supplier represents and warrants that (i) the Services will not infringe, misappropriate or violate any patent, copyright, trade secret or other intellectual property right of any third party; (ii) Supplier is not a party to any agreement, nor has executed any document whatsoever, which prohibits, and is not otherwise prohibited from, performing or delivering the Services, including, disclosing and assigning ideas, inventions, computer software, trade secrets and other intellectual property exclusively to TMC hereunder; (iii) Supplier has no conflict of interest with respect to the Services; (iv) Supplier will not enter into any such contract or agreement, or execute any such document, which will create a conflict of interest or which will prevent it from freely performing any of the provisions of this Agreement; (v) Supplier will not incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to TMC hereunder without prior written notice to TMC; and (vi) without limiting TMC's Security Instructions, Supplier will institute appropriate checks and controls to prevent unauthorized access and damage to TMC's processing systems, and will establish appropriate controls to prevent the introduction of any computer "virus" or other malicious program code that could be harmful to TMC's operations in whole or in part. Such controls shall apply to the performance of all Services under this Agreement including, but not limited to, those Services delivered remotely.

14. **Compensation for Services.** Supplier's Compensation for the Services is set forth in an Exhibit to this Agreement (the "**Compensation**") and will remain firm during the Term, unless otherwise mutually agreed to in writing. As full consideration for the performance of the Services by Supplier, TMC will pay Supplier the Compensation for the Services set forth in the Exhibit based upon written invoices submitted to TMC by Supplier. Each invoice will be supported by such backup documentation as TMC may reasonably require. If Supplier is to be reimbursed for certain expenses ("**Reimbursables**"), Supplier will follow TMC's Reimbursable Expense Guidelines attached hereto as an Exhibit. Supplier will obtain TMC's prior written approval prior to incurring Reimbursables unless otherwise set forth in an Exhibit. Approved Reimbursables will be invoiced as set forth above.
15. **Books and Records/Audit.** Supplier will retain during the Term and thereafter for the longer of (i) four (4) years after the completion of the Services, (ii) until the final resolution of any outstanding dispute between TMC and Supplier, or (iii) such time period required by Applicable Law, Supplier's internal books and records pertaining to the Services, including personnel and payroll records, in sufficient detail and condition to permit periodic inspection, review and/or audit of such books and records by TMC or TMC's authorized representatives. TMC or TMC's authorized representatives shall have the right to conduct such periodic inspection, review and/or audit of such books and records at times and places mutually agreed upon by TMC and Supplier. Additionally, Supplier will, upon request, provide time records and/or records of Reimbursables shown on any invoice. In the event that the results of an audit (whether operational or financial) indicate that Supplier has not fully complied with the terms and conditions of this Agreement, Supplier shall reimburse TMC for all costs and expenses of the audit including, without limitation, adjustment for any and all overcharges, in addition to any other remedies available to TMC.
16. **Approval by TMC.** Supplier's obligations with respect to this Agreement will not be diminished or released at any time or in any way by reason of any approval or payment by TMC of, or for, any portion of the Services.
17. **Invoices and Payment.** Invoices will be payable forty-five (45) days following TMC's receipt thereof, together with the appropriate supporting documentation. Each invoice shall reference the POR# on an Exhibit for the Services performed. Each invoice will be subject to verification by TMC. Invoices shall be submitted in duplicate to:

Texas Medical Center
Attn: Accounts Payable Department
John P. McGovern Campus
2450 Holcombe Boulevard, Suite 1
Houston, Texas 77021-2040

- 17.1. **Final Invoice Submission.** Supplier shall remit its final invoice for each completed project within sixty (60) days of following completion of the Services. TMC will have no obligation to pay invoices received after this 60-day period.
- 17.2. **Withholding Payment.** If TMC objects to all or any portion of the invoice, TMC shall be entitled to withhold payment of such disputed amounts. The Parties shall immediately make all reasonable efforts to settle the disputed portion of the invoice. Supplier's obligations with respect to this Agreement will not be diminished or released due to any approval or payment by TMC of, or for, any portion of the Services. Notwithstanding any provision herein to the contrary, TMC will not be obligated to make payment to Supplier if any of the following conditions exist: (i) Supplier is in default of any of Supplier's obligations under this Agreement; (ii) any part of any invoice is attributable to Services which are defective or not performed under this Agreement, or (iii) Supplier is in default under any other agreement with TMC. TMC may apply any payments due under this Agreement to the amounts due from Supplier to TMC in connection with this Agreement or any other agreement. In the event Supplier or any Supplier Related Party damages TMC's property, TMC reserves the right to deduct from Supplier's compensation the amount necessary to repair or replace the damaged property.
18. **Termination.** In the event this Agreement is terminated, TMC will be liable to Supplier only for such sums as shall represent the applicable charges under this Agreement for satisfactory Services authorized by TMC

and actually performed by Supplier in accordance with this Agreement prior to the effective date of such termination.

- 18.1 **Supplier's Default.** Supplier will be in default under this Agreement if Supplier fails to (i) begin to perform the Services on the Commencement Date, or (ii) perform fully and timely any obligation of Supplier set forth in this Agreement. If Supplier defaults under this Agreement, in addition to any other remedies TMC may have under Applicable Law or this Agreement, TMC may (a) terminate this Agreement, in whole or in part, (b) perform or cause to be performed the obligation(s) which Supplier has failed to perform, (c) require Supplier to replace or re-perform the work at no additional charge, (d) require a refund for unacceptable work, and/or (e) require Supplier to replace personnel. If TMC performs any obligation of Supplier under this Agreement after the failure of Supplier to perform same, Supplier will reimburse TMC for any costs or expenses incurred by TMC in connection with such performance (including a reasonable amount for TMC's overhead), together with interest at the highest lawful rate from the date incurred by TMC until the date paid by Supplier. If Supplier fails to reimburse TMC for such costs and expenses within ten (10) days after written notice from TMC, TMC may, in addition to any other remedy available under Applicable Law to recover such sum, deduct the amount owed against any outstanding or future payments due to Supplier under this Agreement or any other Agreement between TMC and Supplier or otherwise due from TMC to Supplier.
- 18.2 **Termination Without Cause.** TMC will have the right to terminate this Agreement, in whole or in part, without regard to fault or breach, exercisable by written notice of termination to Supplier, effective immediately unless otherwise provided in the notice. TMC will incur no liability to Supplier by reason of termination by TMC or Supplier pursuant to this Section, except that Supplier will be compensated for satisfactory Services performed and authorized Reimbursables incurred prior to the termination date.
- 18.3 **Termination for Bankruptcy.** Supplier acknowledges that (i) the duties and responsibilities of Supplier under this Agreement are material and (ii) Supplier's failure to perform will cause TMC significant harm. If Supplier is the subject of a proceeding under Title 11 of the United States Bankruptcy Code or if a proceeding for the appointment of a receiver or trustee for all, or substantially all, of Supplier's assets is commenced or Supplier makes a general assignment for the benefit of its creditors under any Applicable Law (any such event is hereinafter referred to as "**Bankruptcy**"), the ability of Supplier to comply with the terms of this Agreement may be significantly diminished and impaired. If Supplier has become subject to a Bankruptcy and, in the opinion of TMC, has demonstrated an inability to fulfill its obligations under this Agreement because of Bankruptcy, TMC will notify Supplier in writing. Within ten (10) business days from the date of receipt of TMC's notice, Supplier will provide adequate assurance of future performance under this Agreement and cure any breach by Supplier under this Agreement. If Supplier fails to comply with the preceding sentence, Supplier (a) agrees that this Agreement should be rejected or terminated, (b) will cooperate fully with TMC through appropriate legal proceedings or otherwise to reject or terminate this Agreement, and (c) will take no action that would impede the efforts of TMC to have this Agreement rejected or terminated. Upon the rejection or termination of this Agreement, Supplier will assist TMC in a transition of responsibility to the party selected by TMC to perform any of the Services, which may include assuming the duties of Supplier under this Agreement.
- 18.4 **Termination Assistance.** In connection with the expiration or termination of this Agreement for any reason except a breach by TMC for non-payment, if TMC has requested termination assistance in writing prior to the expiration or termination of this Agreement, then Supplier shall provide such termination assistance to TMC as may be reasonably requested to allow the transition of such Services to TMC or its designee, but Supplier shall not be obligated to provide such termination assistance for more than thirty (30) days. TMC agrees to compensate Supplier for the Services provided by Supplier during such transition period, to the extent that Supplier has not already received such compensation, in accordance with the fees set forth herein.

19. **Indemnification.**

19.1. SUPPLIER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD TMC, ITS AFFILIATES, MEMBER INSTITUTIONS, TENANTS AND THEIR RESPECTIVE EMPLOYEES, CONSULTANTS, AGENTS, DIRECTORS AND OFFICERS (COLLECTIVELY, "TMC'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES (INCLUDING STRICT LIABILITY), LOSSES, CLAIMS, DAMAGES (INCLUDING PUNITIVE DAMAGES) FINES (WHETHER ADMINISTRATIVE, CIVIL OR CRIMINAL) DEMANDS, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING THE DEFENSE THEREOF AND ATTORNEY FEES AND COSTS OF INVESTIGATION INCLUDING GOVERNMENTAL INVESTIGATIONS AND ANY INVESTIGATIONS IN RESPONSE TO SPILLS, RELEASES, CLAIMS, OR ALLEGATIONS) WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (COLLECTIVELY, THE "INDEMNIFIED CLAIMS") THAT TMC OR ANY OF TMC'S RELATED PARTIES MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY CLAIMS ASSERTED AGAINST ANY OF THEM ON ACCOUNT OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR OTHERWISE IN ANY WAY RESULTING FROM, RELATING TO, ARISING OUT OF, OR THAT ARE IN ANY WAY CONNECTED WITH (A) THE SERVICES AND/OR REPAIR WORK PERFORMED BY SUPPLIER, IT'S EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS AND SUBCONTRACTORS (COLLECTIVELY "SUPPLIER'S RELATED PARTIES"), INCLUDING, DURING THE WARRANTY PERIOD, (B) EQUIPMENT OR MATERIALS USED BY SUPPLIER, INCLUDING, DURING THE WARRANTY PERIOD (C) ANY DEPOSIT, SPILL, DISCHARGE OR OTHER RELEASE OF HAZARDOUS MATERIALS THAT OCCURS IN OR FROM THE PROPERTY AS A RESULT OF THE ACTIONS OF SUPPLIER OR SUPPLIER RELATED PARTIES OR AS A RESULT OF SUPPLIER'S OR SUPPLIER RELATED PARTY'S OPERATIONS, (D) ANY REMEDIATION OR OTHER CLEANUP THEREOF, (E) THE DISTURBANCE BY A SUPPLIER OR SUPPLIER RELATED PARTY OF ANY ACMs OR PACMs PRESENT IN A PROPERTY, (F) ANY VIOLATION OR ALLEGED VIOLATION BY SUPPLIER OR A SUPPLIER-RELATED PARTY OF APPLICABLE LAW OR ANY PROVISION OF THIS AGREEMENT PERTAINING TO ENVIRONMENTAL MATTERS OR OTHERWISE, (G) ANY FAILURE TO FILE DOCUMENTS OR PAY TAXES AS SET FORTH IN THE TAXES PROVISION, (H) ANY FAILURE TO COMPLY WITH ANY ASPECT OF TMC SURFACE WASHING COMPLIANCE PLAN, OR (I) ANY BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT.

19.2. THE OBLIGATION TO DEFEND, INDEMNIFY AND RELEASE SET FORTH ABOVE SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE ACTIVE OR PASSIVE ORDINARY NEGLIGENCE OR SOLE, JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE ORDINARY NEGLIGENCE, OR CONTRACTUAL LIABILITIES TO OTHER PARTIES, OR TO THE FAULT OF TMC OR ANY TMC RELATED PARTY, WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON ANY TMC RELATED PARTY AND SHALL NOT BE CONTINGENT UPON THE ASSERTION OF ANY CLAIM AGAINST ANY TMC INDEMNIFIED PARTY BY ANY THIRD PARTY OR GOVERNMENTAL AUTHORITY.

19.3 **Indemnity for Use of Existing Programs.** If, in performing the Services, Supplier incorporates elements from existing programs, whether prepackaged, off-the-shelf, proprietary or otherwise, Supplier shall obtain, at its own expense, any and all releases or royalty fees, non-exclusive and irrevocable licenses to TMC necessary to utilize the material in such fashion and will provide written assurance to TMC that such releases and permission has been obtained. SUPPLIER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TMC AND TMC RELATED PARTIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY SUIT, CLAIM OR OTHER CAUSE OF ACTION, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, FOR ANY ALLEGED INFRINGEMENT BASED UPON SUPPLIER'S USE OR INCORPORATION OF SUCH PREPACKAGED, OFF-THE-SHELF, PROPRIETARY OR OTHER PROGRAM.

20. **Supplier's Insurance.** Supplier's insurance obligations are set forth in an Exhibit to this agreement. Supplier will, at its sole cost and expense, comply with such requirements beginning on the date this Agreement becomes effective until the expiration or termination of this Agreement. For professional liability errors and omissions insurance shall include "tail" coverage for a period of at least two (2) years from the date of termination of this Agreement.

21. **Reserved.**

22. **Confidentiality.** Supplier will hold, and will cause Supplier Related Parties to hold any information concerning TMC's proposed or pending business activities, or any other information concerning TMC or the Property (including the identity of TMC and/or any lessee of the Property), disclosed to, or uncovered, overheard or otherwise received by Supplier or Supplier Related Parties, in absolute and strict confidence. Supplier will not disclose, or permit any Supplier Related Party to disclose, such information to any person

or entity without the prior written consent of TMC (which consent TMC may withhold in its sole discretion). Unless TMC expressly acknowledges to the contrary in writing, all information obtained by Supplier or Supplier Related Parties pursuant to this Agreement will be presumed to be Confidential Information and will be so treated by Supplier and Supplier Related Parties. Supplier agrees that such Confidential Information will be used for no purpose other than for performing the Services under this Agreement. Upon completion of the Services or the request of TMC, whichever is earlier, such Confidential Information will be returned to TMC. Supplier will not, without TMC's prior approval (which approval TMC may withhold in its discretion), refer to TMC or the Property in any advertising, press release, client lists or other promotional or marketing materials.

23. **Marketing and Publicity.** Supplier will not, without TMC's prior written approval (which approval TMC may withhold in its sole discretion), refer to TMC or the Property in any advertising, press release, client lists or other promotional or marketing materials or use TMC's corporate name, trademarks, service marks and/or symbols without TMC's prior written consent.
24. **Interest of TMC.** SUPPLIER WAIVES ALL CLAIMS AGAINST TMC AND ANY TMC RELATED PARTY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ALLEGEDLY SUFFERED BY SUPPLIER OR ANY SUPPLIER RELATED PARTY, INCLUDING LOST PROFITS AND BUSINESS INTERRUPTION. NO TMC RELATED PARTY WILL HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT.
25. **Notice.** All notices must be in writing and (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested ("**US Mail**") or postage prepaid United States Express Mail ("**Express Mail**"), or (iii) placed in the custody of a nationally recognized overnight courier for next day delivery ("**Courier**"), and will be deemed given (a) when received, if delivered personally, (b) the next business day after posting, if sent by US Mail, and (c) the next business day, if sent by Courier.

All notices, including all inquiries, requests, instructions, authorizations and communications will be made to the appropriate Representative of TMC or Supplier. In order to be effective, notices from Supplier to TMC (1) changing Supplier's Representative as defined in an Exhibit, (2) terminating this Agreement, or (3) alleging a claim against TMC or any TMC Related Party or non-performance or default by TMC, must be addressed and sent to TMC's Representative, with a copy of such notice being sent at the same time to the following address:

Office of the General Counsel
Texas Medical Center
2450 Holcombe Boulevard, Suite 1
Houston, Texas 77021-2040

26. **Government Regulations.** Because of TMC's status as a federal contractor, TMC's suppliers, contractors, and subcontractors are subject to the following provisions, if and to the extent applicable (incorporated herein by reference with the same force and effect as if they were included in full text): 48 C.F.R. § 52.222-26, 48 C.F.R. § 52.222-35, 48 C.F.R. § 52.222-36, § 52.222-37, 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-300.5(a), 41 C.F.R. § 60-741.5(a), and 41 C.F.R. § 60-4.3(a). At the time of the award of the contract or purchase order, Supplier must disclose in writing to TMC whether the Supplier, its subcontractors or its principals is or is not debarred, suspended, or proposed for debarment by the federal government of the United States.
27. **Work Product.** All the resulting product (including, without limitation, all writings, information, data, drawings, models, formulas, software, design concepts, and the like, and all other documentation developed for TMC, together with all modifications, revisions, changes, copies, and derivative works and the like) created by Supplier or Supplier Related Parties on behalf of TMC and in furtherance of the Services hereunder (the "**Work Product**"), is the sole and exclusive property of TMC. Supplier hereby assigns and agrees to assign, and will cause the Supplier Related Parties to assign, all right, title and interest in such Work Product including, without limitation, all patents and patent applications, all trademarks and service marks and all applications for registration of the same and, upon being reduced to a tangible form, all copyrights therein, to TMC. Each copyrightable element of the Services created in connection with the performance of Supplier's obligations under this Agreement shall be a "work made for hire" for purposes of U.S. copyright laws. TMC shall own all data by, from or about TMC and its customers and member

institutions that is received or obtained by Supplier or Supplier Related Parties in connection with its performance under this Agreement, including without limitation, all data about the use of the Services by TMC and its customers and member institutions. Supplier agrees to execute such documents of assignment or take such other action as TMC may reasonably request to evidence, perfect or affect the transfer, recordation or protection of such Work Product. Supplier agrees that such Work Product will be used for no purpose other than for Services provided to TMC under this Agreement. Upon completion of the Services or the request of TMC, whichever is earlier, such Work Product will be returned to TMC. Supplier shall not make the Work Product available to any third party.

28. **General Provisions.**

- 28.1. **Entire Agreement.** This Agreement constitutes the entire agreement between TMC and Supplier with respect to performance of the Services, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.
- 28.2. **Authority.** TMC and Supplier each covenant to the other that it is authorized to enter into this Agreement. TMC and Supplier will notify the other of the individual designated to act as its representative who is authorized to act under the terms of this Agreement. Either party may change its representative any time by giving written notice to the other party.
- 28.3. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the law of the State of Texas and the exclusive venue for any actions brought under this Agreement will be in Harris County, Texas.
- 28.4. **Construction and Interpretation.** If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. All headings in this Agreement are for convenience and for reference only, are not part of this Agreement, and no construction or inference will be derived from the headings. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document. The parties acknowledge that each party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The word "***including***" does not exclude items not listed. Unless the context otherwise requires, singular includes the plural and plural the singular, and masculine, feminine and neuter genders are interchangeable. Unless expressly provided otherwise, the word "***day***" refers to a calendar day. This Agreement and all Contract Documents are intended to supplement and complement each other, and shall be so interpreted in that way whenever possible. If, however, any provision of a Contract Document irreconcilably conflicts with another provision of any other Contract Document, then the provision imposing the greater duty or obligation upon Supplier shall control.
- 28.5. **Successors and Assigns.** This Agreement benefits and binds Supplier, TMC and their respective legal representatives, successors, and permitted assigns.
- 28.6. **Assignment.** TMC may transfer any or all of its interests in this Agreement or the Property at any time. Immediately upon conveyance by TMC of such interest, TMC will be released from all obligations of TMC thereafter arising under this Agreement and Supplier will look solely to TMC's successor or assignee for performance of such obligations. Supplier may not Transfer this Agreement without the prior written consent of TMC, which consent may be withheld in the sole discretion of TMC. The term "***Transfer***" means any voluntary or involuntary, direct or indirect, assignment, pledge, transfer or encumbrance of this Agreement, or any interest therein, or delegation of any obligations under this Agreement by Supplier to any subcontractor, including a change of control of ownership interests, liquidation, dissolution or merger or consolidation with or into another entity. If a prohibited Transfer occurs, upon notice from TMC to Supplier, this Agreement will be deemed to have terminated immediately prior to the Transfer, and all payments

made to Supplier by TMC on or after the date of the Transfer will be returned by Supplier immediately upon demand.

- 28.7. **No Third Party Beneficiary.** No provision of this Agreement shall be for the benefit of or be enforceable by any third party, including creditors of any Party, and no third party consent shall be required for any action taken by the Parties pursuant to this Agreement.
- 28.8. **Attorneys' Fees.** If any legal action is brought by either party to enforce the terms of this Agreement, the prevailing party in such action will be entitled to attorneys' fees, experts' fees and other expenses incurred in investigating or prosecuting any such action.
- 28.9. **Survival of Provisions.** Termination of this Agreement for any reason will not affect (i) any right or obligation of any party which accrued or vested prior to such termination, or (ii) any continuing obligation, liability or responsibility of Agreement which would otherwise by their nature survive termination of this Agreement including the sections entitled Compliance with Applicable Law, Taxes, Supplier's Warranties, Book and Records/Audit, Indemnification, Supplier's Insurance, Environmental Matters and Confidentiality.
- 28.10. **Time is of the Essence.** Time is of the essence in Supplier's performance of this Agreement and every provision of this Agreement.
- 28.11. **Waiver.** No waiver by TMC of Supplier's compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.
- 28.12. **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement.
- 28.13. **Remedies Cumulative.** Unless otherwise expressly limited in this Agreement, TMC's rights and remedies pursuant to this Agreement will be in addition to, and not in limitation of, any rights and remedies otherwise imposed or available at law or in equity.
- 28.14. **Status of the Parties.** Supplier is an independent contractor of TMC. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Supplier shall have no authority to act as agent for, or on behalf of, TMC, or to represent TMC, or bind TMC in any manner. Supplier agrees that it shall be responsible for any and all taxes and other payments due on payments received by it from TMC hereunder. Supplier and Supplier Related Parties will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of TMC.
- 28.15. **Electronic Signatures.** Electronic delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of an original executed counterpart of this Agreement.
- 28.16. **Right to Injunction.** Supplier recognizes and agrees that the covenants of Confidential Information and Work Product are reasonably necessary to protect TMC's legitimate interests and are reasonable with respect to TMC's interests. Supplier acknowledges that violation of such covenant would cause irreparable harm to TMC which cannot be adequately compensated by monetary damages. Therefore, without limiting any other remedies available to TMC, Supplier agrees that TMC has a right to injunction and other equitable relief with regard to these provisions.



Texas Medical Center

Supplier Information

Thank you for your interest in doing business with Texas Medical Center. In order for Procurement to evaluate your potential as a supplier, the following information must be submitted. Upon submission of all required data, your company MAY be contacted by a Procurement representative if we believe there is an opportunity for your company to participate in our bid process. To submit information, scan and email the form to Procurement@texasmedicalcenter.org.

Company Name	_____	Phone	_____
Physical Address	_____	Fax	_____
City/State/Zip	_____	Website Address:	_____
Mailing Address	_____		
City/State/Zip	_____		

Contact Name	_____	Phone	_____
Title	_____	Email	_____

Federal Tax ID # _____ (Please attach completed and signed Form W-9)

Tax Status ☐ Exempt ☐ Non-Exempt

DUNS # _____ (Please attach latest Comprehensive D&B report)

Stock Symbol _____

State of Incorporation _____

Primary SIC Code _____

Date of Incorporation _____

Other SIC Code(s) _____

Requested Payment Terms _____

Primary NAICS Code _____

Discounts Available _____

Other NAICS Code(s) _____

Parent Company Name (if applicable) _____

Parent Company Federal Tax ID _____

Principal Owner's Name _____

Form of Business (select all that apply):

- | | |
|--------------------------------------|----------------------------------|
| ☐ Individual | ☐ LLC |
| ☐ Partnership | ☐ Public |
| ☐ Corporation | ☐ Private |

Type of Business:

- | | |
|---------------------------------------|---|
| ☐ Manufacturer | ☐ Distributor |
| ☐ Reseller | ☐ Service Provider |
| ☐ Other | |

Payment bond capacity (if applicable) \$ _____

Does your company currently do business with any TMC member institutions? ☐ Yes ☐ No

If yes, which one(s)? _____



Texas Medical Center

Supplier Information

Company Name

Does your firm accept any of the following?

☐ MasterCard

☐ CTX

☐ Visa

☐ Other

☐ EFT Payments

☐ CCD+

Category of Products or Services Offered:

☐ Construction/Repair & Maintenance

☐ Landscaping/Grounds

☐ Consulting Services

☐ MRO Supplies

☐ Engineering Services

☐ Office Supplies

☐ Environmental Products/Services

☐ Printing & Graphics

☐ Event Related Products/Services

☐ Security Products/Services

☐ Financial or Professional Services

☐ Signage & Wayfinding

☐ Fleet & Auto Services

☐ Telecommunications

☐ Hardware/Software

☐ Other

☐ Janitorial/Housekeeping Services

Company is a business concern that is owned, controlled or operated by 51% (or more) by one of the following:

☐ Black American

☐ Caucasian

☐ Native American

☐ Asian-Pacific American

☐ Hispanic American

☐ Asian-Indian American

Company is registered as: (check all that apply)

☐ Not a Certified Business

☐ Houston (or National) Supplier Diversity Business Council (HMSDC)

☐ Women Business Enterprise Alliance (WBEA)

☐ Veteran Owned Small Business (VOSB)

☐ Small Disadvantaged Business (SDB)

☐ Historically Underutilized Business (HUB)

Certificate # _____ (Please attach a copy)

Percentage of work subcontracted to Minority, Woman-Owned, Veteran, SBA or HUB business last year?

☐ None

☐ 10-15%

☐ 0-5%

☐ 15-20%

☐ 5-10%

☐ Over 20%



Texas Medical Center

Supplier Information

Company Name _____

Recent Projects Completed by Your Company:

Project Name	Location	Project Size	Completion Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

References:

Company Name	_____	Phone	_____
Physical Address	_____	Fax	_____
City/State/Zip	_____	Website Address:	_____
Contact Name	_____	Phone	_____
Title	_____	Email	_____

Company Name	_____	Phone	_____
Physical Address	_____	Fax	_____
City/State/Zip	_____	Website Address:	_____
Contact Name	_____	Phone	_____
Title	_____	Email	_____

Company Name	_____	Phone	_____
Physical Address	_____	Fax	_____
City/State/Zip	_____	Website Address:	_____
Contact Name	_____	Phone	_____
Title	_____	Email	_____



Texas Medical Center

Supplier Information

Company Name _____

- ☐ Please attach the most recent ACORD form for your company.
- ☐ Please attach three most recent year's OSHA Form 300A and Form 301 with personal information redacted.
- ☐ Please attach three most recent year's NCCI Form.

I hereby certify that the data provided above is true and correct to the best of my knowledge:

Printed Name: _____

Signature: _____

Title: _____

EXHIBIT A

**SUPPLIER'S SERVICES AND
RATE SCHEDULE**

POR # _____

Services: Supplier shall provide _____ for designated projects as more fully described set forth below.

[Describe scope fully.]

Representatives. Supplier shall appoint an individual to act as Supplier's Representative. TMC shall appoint an individual to act as TMC's Representative. A Representative is authorized to act under the terms of this Agreement on behalf of the party appointing such representative. Either party may change its representative under this Agreement at any time by giving ten (10) days written notice to the other party.

TMC's Business Contact: _____
Phone: _____
Fax: _____
Email: _____

Supplier's Contact: _____
Address: _____
Houston, Texas _____
Phone: _____
Fax: _____
Email: _____

[Optional: Supplier Performance Assessment:]

Labor Rates:

Material Costs:

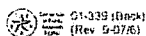
Reimbursables:

Invoicing Terms:

Lead Time:

EXHIBIT B

TEXAS SALES and USE TAX EXEMPTION CERTIFICATE



TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Texas Medical Center		(74-1030788)
Address (Street & number, P.O. Box or Route number) 2450 Holcombe Boulevard, Suite 1		Phone (Area code and number) 713-791-6454
City, State, ZIP code Houston, Texas 77021-2040		

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

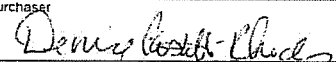
The tangible items required to meet all provision in accordance with the services and/or goods to be provided.

Purchaser claims this exemption for the following reason:

Texas Medical Center was granted an exemption from Sales Tax on July 5, 1962. The taxable items purchased are for Texas Medical Center's own use, are being purchased in its own name, and with its own funds.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title Exec. Vice-President, CFO	Date 1/7/2010
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

EXHIBIT C

INSURANCE REQUIREMENTS (Consulting Services Agreement)

1. Specific Insurance Requirements.

INSURANCE	COVERAGES/LIMITS	OTHER REQUIREMENTS
Workers' Compensation and Employer's Liability	Statutory Limits \$1,000,000 for bodily injury per accident/by disease to a single employee/by disease for entire policy	
Commercial General Liability (Occurrence Basis)	• \$1,000,000 per occurrence • \$2,000,000 general aggregate • \$2,000,000 products-completed operations aggregate • \$1,000,000 personal and advertising injury	• Current edition of ISO Form CG 00 01, or equivalent. • Designated Construction Project(s) General Aggregate Limit (current edition of ISO Form CG 25 03), or equivalent. • Communications Internet Liability endorsement. • No modification which would make Contractor's policy excess over or contributory with Owner's liability insurance.
Business Auto Liability	\$1,000,000 per accident	• Current edition of ISO form CA 00 01, or equivalent. • Describing in its "Declarations" the automobiles covered as "Symbol 1: Any 'Auto'" (i.e., owned, hired or non-owned vehicles).
Professional Liability (errors and omissions) Occurrence or Claims Made	\$1,000,000.00	Policies written on a Claims Made Basis must have an extended reporting period (i.e., tail coverage) of 5 years beyond completion of the Work
Umbrella Liability Insurance (Occurrence Basis)	\$2,000,000	• Written on an umbrella basis in excess over and no less broad than the liability coverage. • Affirmatively state that it is following form of underlying coverages, without gaps. • Same inception and expiration dates as commercial general liability policy • Provide that coverage will "drop down" for exhausted aggregate limits of underlying insurance policies.

2. General Insurance Requirements.

a. Policies. All policies must

- i. Be issued by carriers having a *Best's* Rating of A or better and a *Best's* Financial Size Category of Class VIII or better and/or *Standard & Poor Insurance Solvency Review* A-, or better, and admitted to engage in the business of insurance in the State of Texas;
- ii. Be endorsed to be primary with the policies of the Owner and other additional insureds being excess and noncontributing;
- iii. Provide a waiver of subrogation in favor of the Owner (by endorsement, if necessary);

- iv. With respect to all liability policies except workers' compensation/employer's liability and professional liability be endorsed to include the Owner as "additional insured" under a form which does not exclude coverage for the sole or contributory negligence of the additional insureds; and
 - v. Contain provision for 30 days' prior written notice by insurance carrier to Owner required for cancellation, nonrenewal, or substantial modification.
- b. **Limits, Deductibles and Retentions.** No deductible or self-insured retention in excess of \$25,000 without the prior written approval of Owner.
- c. **Forms.**
- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this **Exhibit** are superseded or discontinued, Owner will have the right to require other equivalent forms; and
 - ii. Any policy or endorsement form other than a form specified in this **Exhibit** must be approved in advance by Owner.
- d. **Evidence of Insurance.** Insurance must be evidenced as follows:
- i. ACORD Form 25 *Certificate of Liability Insurance* for liability coverages;
 - ii. ACORD Form 28 *Evidence of Commercial Property Insurance* (2003 edition) for property coverages;
 - iii. Evidence to be delivered to Owner prior to commencing operations on the Property and at least 30 days prior to the expiration of current policies; and
 - iv. ACORD forms must:
 - 1. Show Owner as certificate holder (with Owner's mailing address);
 - 2. Show the Owner as "Additional Insured";
 - 3. Show the insurance companies producing each coverage and the policy number and policy date of each coverage;
 - 4. Name the producer of the certificate (with correct address and telephone number) and have the signature of the authorized representative of the producer;
 - 5. Specify the additional insured status and/or waivers of subrogation; and
 - 6. Show the primary status and aggregate limit per project where required.
- e. **Copies of Endorsements and Policies.** Upon request of Owner, Contractor will provide Owner with the following documents required by this Agreement:
- i. a copy of all required endorsements; and
a certified copy of all insurance policies.

EXHIBIT D

TEXAS MEDICAL CENTER SAFETY GUIDELINES

Revised: June 3rd, 2010

Supplier and any Sub-Contractor working under Supplier's direction (hereafter "Supplier") shall be responsible for the safety of its employees and Sub-Contractors while working for Texas Medical Center (TMC). Supplier must meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act (Public Law 91-596) as well as any other applicable federal, state, county, and city ordinances. When there is no precise regulation or a particular hazard, Supplier shall rely on Section 5 (A) (1) of the OSHA Act -the General Duty Clause.

In addition to the TMC rules reflected below, Supplier may be required to adhere to supplementary safety guidelines as per the executed contract. Furthermore, TMC reserves the right to have access to Supplier's safety training records and/or materials.

Supplier and its employees and Sub-Contractors are required to abide by additional TMC rules as follows:

1. The following are strictly prohibited on TMC campuses:
 - The introduction, ingestion, trafficking, possession or use of intoxicating beverages, illegal drugs, narcotics, other substances which affect the senses
 - Smoking, chewing tobacco or alcohol consumption
 - Firearms, explosives, weapons or other hazardous substances and/or drug paraphernalia
2. In case of fire, Supplier will immediately notify the following, specifying the nature of the fire, if known, and the exact location:
 - Fire Department - Dial 911.
 - TMC Security Services - Dial 713-795-0000.
3. Supplier will notify the TMC Project Manager prior to engaging in any hot work. In addition to the TMC Supplier Safety Guidelines, Supplier must comply with the Hot Works Guidelines in the TMC Safety and Health Program as contained herein.
4. Supplier shall notify the TMC Project Manager prior to Supplier bringing hazardous materials on-site. Any inventory of hazardous materials along with MSDS information is to be maintained by the Supplier.
5. Supplier vehicles:
 - Vehicles must be parked in marked parking spaces.
 - Vehicles must never be parked in Fire Zones or No Parking Zones.
 - Vehicles must never be parked on grass, esplanades, or sidewalks.
 - Jumping curbs is strictly forbidden.
 - For those few instances in which vehicles must be parked in areas where they are exposed to traffic, cones shall be placed so as to alert oncoming traffic and hazard warning flashers or other warning lights activated.
 - Vehicles are not allowed to block private or public streets or traffic lanes unless pre-approved by TMC and/or the City of Houston when applicable.
6. Supplier will obtain advance approval (10 business days) by TMC Project Manager if Supplier's work will result in blocking or bottlenecking traffic in the streets or parking facilities. This includes but is not limited to moving crawlers, wide or unusually heavy loads, or other slow moving equipment through or about TMC campuses. Such work may require:
 - Flagmen and/or beacons,
 - Barricades,
 - Signage sufficient to minimize the risk of accidents.
7. When heavy equipment is required for a project, Supplier will present the TMC Project Manager with gross

weight of equipment before proceeding with the project.

8. All work areas must be fenced or barricaded in such a manner as to minimize the risk of patients, visitors, and institutional employees entering the area and being injured.
9. Prior to work beginning on excavations and drilling, Supplier will notify TMC Project Manager. Additionally, it is Supplier's responsibility to have all utilities located prior to starting this work.
10. Supplier shall notify TMC Security Services immediately at 713-795-0000 of any accident involving property damage or injuries of Supplier's employees, Sub-Contractors, or the general public. TMC reserves the right to assist and participate in the investigation of any accident that occurs on TMC campuses.
11. TMC reserves the right to charge back Supplier for any damage to property in the Texas Medical Center.
12. Supplier is required to follow TMC ladder safety guidelines. This includes use of the "buddy system" (i.e., have personnel assist with the ladder while being utilized by person on the ladder to accomplish task) under these conditions:
 - Task requires person on ladder to be higher than three (3) feet from the ground.
 - An extension ladder cannot be secured or tied off.
 - The task is in a high traffic or unsafe area (use buddy system along with appropriate barricades/cones to secure the work area)
13. Supplier is encouraged to report any unsafe conditions noted on TMC campuses to TMC Security Services at 713-795-0000.

EXHIBIT E

REIMBURSABLE EXPENSES GUIDELINE

Revised: 08/25/2009

It is the intent of Texas Medical Center to reimburse Suppliers for necessary and reasonable expenses incurred while performing Texas Medical Center authorized work. Suppliers are expected to use economical methods while conducting Texas Medical Center business. Following are specific requirements for common types of expenses. Texas Medical Center reserves the right to disallow expenses or fractions thereof that are not considered reasonable.

All reimbursable expenses must have appropriate documentation/receipts before payment can be made. This includes dated receipts for all expenses. Logs documenting purpose and cost of all expenses are required for the specific items outlined below. Requests for reimbursement must be timely, but no later than 6 months after the expense has been incurred. Reimbursement requests made after 6 months will not be honored.

Texas Medical Center reserves the right to require Suppliers to use a specific travel agent as directed by the Project Manager.

Reimbursable expenses are paid with a multiplier of 1.0.

Airline Travel

The Texas Medical Center Project Manager in advance of the trip occurrence must approve trips requiring airline travel. This includes the number of travelers and the duration of the trip.

- Under no circumstances will first-class travel be reimbursed. Texas Medical Center will pay for coach travel only.
- Where meetings or other business purposes are scheduled in advance, Texas Medical Center will reimburse per the following schedule. If the meeting times are changed but the originally scheduled flight would still accommodate the plans, no changes will be allowed. If a flight is changed for the convenience of the traveler or business, Texas Medical Center will still reimburse only the advance rate pay schedule.
 - For at least 23-calendar day advance scheduling- reimburse at rate of 21-day advance ticket price.
 - For at least 16-calendar day advance scheduling- reimburse at rate of 14-day advance ticket price.
 - For at least 10-calendar day advance scheduling- reimburse at rate of 7-day advance ticket price.

Lodging

- For travel to Texas Medical Center, Texas Medical Center will reimburse for the normal prevailing corporate rate for a "medium class" hotel such as Hilton, Hyatt Regency, Marriott, etc.
- For travel on behalf of Texas Medical Center to another city, Texas Medical Center will reimburse for the normal prevailing corporate rate for a "medium class" hotel such as Hilton, Hyatt Regency, Marriott, etc.
- Texas Medical Center will not reimburse for movies, laundry, or other incidentals charged to rooms.

Mileage

- For Suppliers/Suppliers that have local Houston metropolitan area offices, Texas Medical Center will not reimburse for travel within the local area to job meetings, vendor shops, etc. For automobile travel outside of the Houston metropolitan area on behalf of Texas Medical Center, reimbursement will be at the prevailing IRS rate per mile. When the traveler chooses automobile travel when air service is available, reimbursement will be based on the airfare, if lower than mileage cost.

Rental Car/Taxi

- Where three or fewer persons are traveling together or have the same business destination, Texas Medical Center will reimburse for one compact or intermediate class vehicle. For four or more travelers, a larger vehicle will be permitted.
- Where taxis are needed, travelers should share the taxi whenever possible. For the same end business destination originating from the same place, only one taxi fare reimbursement per three or fewer persons will be allowed.

Meals

- Meals will be reimbursed at actual cost, including a maximum of 15% gratuity. Meals will be reimbursed at a prevailing rate for moderately priced restaurants. Reimbursement for wine, beer, or other alcoholic beverages will not be approved. List attendees and the business purpose. Include itemized receipts.

Entertainment

- Texas Medical Center does not reimburse for entertainment expenses. Examples of these expenses include movies, sporting events, admission costs to museums or attractions, or other similar events.

General Office Expenses

Normal office consumables pens, paper, paper clips, post-it notes and similar types of materials, and basic office expenses, local phone service charges and local fax costs are not reimbursable. Texas Medical Center also does not reimburse for computer machine time charges or Internet subscription or usage fees. It is assumed these types of charges are included in the calculated overhead component of the fee. Following are examples of expenses that are considered reimbursable. Questions about items not specifically listed should be directed to the Texas Medical Center Project Manager.

- Long distance charges for faxes are reimbursable.
- Photocopy charges for intra-office use are not reimbursable. For documents sent to other project team members or Suppliers, photocopies are reimbursed at a rate of no more than \$0.05 per page for copies made in-house or actual charges if sent out for reproduction. Requestor must submit itemized log data documenting purpose of the expenses.
- Long-distance phone charges are reimbursed at actual rate. Requestor must submit itemized log data documenting person called and purpose.
- Overnight and/or local delivery services are reimbursed at actual rate. These special delivery services should be used only as necessary, not as the normal mode of delivery.
- Reproduction charges are reimbursable except for copies for intra-office use are not reimbursable. For drawings/documents sent to other project team members or Suppliers, reproduction charges are reimbursed at the actual rate (if sent out) or no more than \$0.06 per sq. ft. (or \$11.00 for plotting) if made in house. Requestor must submit itemized log data of quantity and purpose of reproduction. If circumstances warrant, Texas Medical Center reserves the right to negotiate a unit price fee with local reprographics firm and specify use of this firm.
- Film and photo developing are reimbursed at actual rate.

Parking

Supplier will purchase a parking contract and seek reimbursement through normal reimbursable expense invoicing procedures.