

REQUEST FOR PROPOSAL (RFP) DOCUMENTS

FOR



Texas Medical Center Light Industrial Staffing

**John P. McGovern Campus
2450 Holcombe Boulevard, Suite 1
Houston, Texas 77021**

May 3, 2011



Texas Medical Center

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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: Private Opening

Request for Bid (RFB) Due Date: May 25, 2011

Scope of Work: Texas Medical Center desires to obtain a light industrial staffing firm to recruit top candidates, to fill vacancies for various temporary and/or temp-to-perm employment opportunities as needed.

General Requirements

- Supplier will provide on an as-needed basis, temporary and direct hire services for positions which may include driving TMC-owned or TMC-leased vehicles.
- TMC Human Resources Personnel will work with Supplier to ascertain the specific temporary or direct hire services needed and the frequencies with which these services shall be provided.
- In performing the required temporary personnel services, TMC is requiring the Supplier to be responsible
- for, but not limited to, the following administrative tasks:
 - Receive and process request orders for temporary personnel via fax, telephone, or email.
 - Provide administrative supervision of assigned temporary personnel.
 - Collect and maintain time sheets for all temporary personnel assigned to TMC.
 - Monitor and address personnel, turnover or other job-related issues as communicated to the Supplier by a TMC HR Representative.
 - Provide general accounting service (i.e. paycheck distribution, invoice and/or time sheet reconciliation, etc.)

TMC Screening Process

- All temporary personnel presented to TMC for assignments shall have the education and/or work experience and technical skills required for the positions being assigned.
- All temporary personnel assigned to TMC positions shall be screened and evaluated by the Supplier prior to making such job assignments.
- The screening process should include the following:
 - A thorough background investigation including name and any aliases 1-9 verification
 - Employment history (per the Fair Credit Reporting Act)
 - Education level to confirm degree, major, institution name and date of attendance/graduation
 - Verification of certifications and licensures including license number, issue date, expiration date, present standing and any record of disciplinary action
 - Criminal record to include records outside the State of Texas, if applicable
 - Pass a ten (10) - panel drug screen or the highest level offered by Supplier in accordance with all applicable local, state and federal laws.
- Each candidate must have a minimum of three (3) business references checked prior to the start of an assignment with TMC.
- For all positions that require a temporary to drive a TMC vehicle, Supplier's personnel will need a current driver's license, a favorable MVR report, and proof of insurance.
- A TMC HR Representative reserves the right to request a copy of the candidate's background checks, educational records, employment references, and MVR reports.
- Temporary personnel may be requested to perform other reasonably related business duties as assigned.
- For technical positions: Supplier shall ensure that the candidates have the appropriate knowledge and experience in desired area of specialization.
- The TMC HR representative will provide a job description or summary of the desired skill set necessary to perform the job at the time a request is made.

Fees and Costs

Bidders should provide an explanation as to how much it proposes to charge TMC to provide the needed services. The explanation should include any and all professional fees and/or costs associated with providing the services.

Should you have any questions regarding this Request for Proposal (RFP), please send your request via email to the following:

Heather Shepherd
Senior Buyer
hshepherd@texasmedicalcenter.org

This will not be a sealed bid, public process. The Proposals we receive will be analyzed by our evaluation committee on the basis of quality, service, and price. We reserve the right to reject any and all Proposals received, the right to negotiate specific points of any Proposal received, and the right to waive minor technical inconsistencies.



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 _____
Physical Address _____
City/State/Zip _____
Mailing Address _____
City/State/Zip _____

Phone _____
Fax _____
Website Address: _____

Contact Name _____
Title _____

Phone _____
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
- ☐ Visa
- ☐ EFT Payments

- ☐ CTX
- ☐ Other
- ☐ 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: _____



Texas Medical Center

Master Temporary Personnel Services Agreement

XXX-XXXX-XXXXXX

THIS MASTER TEMPORARY PERSONNEL 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**").

Design, Incorporation and Priority: This Agreement is a Master Agreement. TMC will provide written or oral requests for Services pursuant to this Agreement ("**Orders**"). The Agreement consists of the General Terms and Conditions, Orders, Exhibits to this Agreement and any Exhibits to the Orders. Exhibits and the Orders are subject to the attached General Terms and Conditions.

Modifications: The parties may agree to amend provision(s) contained in the General Terms and Conditions as they apply to a specific Order if such Order (i) specifically references the provision(s) in the General Terms and Conditions to be amended, (ii) specifically provides how such provision(s) is amended, and (iii) is executed by the President of TMC.

Services to be Performed: Services to be performed under this Agreement ("**Services**") include but are not limited to, providing temporary personnel on an as needed basis for positions which may include driving TMC owned or leased vehicles as more fully described in an Order in connection with 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 Compensation
- Exhibit B: Texas Sales and Use Tax Exemption Certificate
- Exhibit C: Supplier's Insurance Requirements
- Exhibit D: Texas Medical Center Safety Guidelines
- Exhibit E: Policy of Affirmative Action
- Exhibit F: Benefits Waiver

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 and Chief Executive Officer

By: _____
Name: _____
Title: _____

Date: _____, 20____

Date: _____, 20____

TERMS AND CONDITIONS
MASTER TEMPORARY PERSONNEL 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. ADDITIONALLY, DURING AN EMERGENCY, UPON REQUEST OF TMC, SUPPLIER WILL PROVIDE ADDITIONAL TEMPORARY PERSONNEL AT THE SAME RATES AS PROVIDED FOR IN THIS AGREEMENT.
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 order or 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 represents and warrants that it 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 referred to TMC for specific assignments, including without limitation that the individual has (a) passed a ten-panel substance abuse test, (b) cleared a criminal background investigation, (c) passed an employment background verification and (d) received a favorable Motor Vehicle Report ("**MVR**"), if applicable, (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, (vi) ensure that its personnel adhere to all TMC policies and procedures while working at the Property, (vii) ensure that all personnel who drive TMC owned or leased vehicles shall conduct themselves responsibly when driving such vehicles, abiding by all traffic signs, signals and speed limits and shall generally engage in safe driving while utilizing TMC vehicles. Supplier personnel conduct that fails such established standards shall result in claim for liability; (viii) 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, and will pay all personnel the agreed upon rates set forth in an Exhibit to this Agreement. Supplier will promptly replace the same upon notification from TMC. In the event of any staffing change, which shall be approved by TMC in advance, TMC shall not be charged for the time to train the replacement. It shall be the Supplier's responsibility to correct work that is not performed satisfactorily by providing personnel to re-perform the work found to be defective. If the work cannot be made to comply with this warranty in a reasonable period of time, Supplier shall refund all payments made in connection with such work. 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. Supplier shall provide tests and reports to TMC as TMC deems necessary. TMC may request additional tests and reports from Supplier as warranted.
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. TMC's policy of Affirmative Action is attached as an Exhibit to this Agreement.

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/Guidelines 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 301 and 402 (33 U.S.C. Sections 1311-1342), the Texas Water Code (Sections 7.145, 7.147, and 26.121), the City of Houston Code of Ordinances (Section 47-741).
- 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. Supplier will cause its personnel to maintain all licenses, certificates, permits and registrations required by Applicable Law to perform the Services or temporary work, as applicable.
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 warrants that (i) the Services and any replacement, repair or restoration work performed in connection with any Services ("**Repair Work**") will be performed in a good and workmanlike manner and in strict accordance with this Agreement and (ii) any Materials used in connection with the Services or Repair Work will be of first rate quality, new and free of defects. Supplier will, at Supplier's sole expense, correct within ten (10) days after receipt of notice from TMC any defects in the Services, Materials, or Repair Work. The warranty period applicable to defect in Services, Repair Work and Materials is one (1) year from completion of Services, unless otherwise agreed to in writing by the parties.
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 (a) personnel and payroll records, and (b) job orders, job applications and testing information of all candidates received or collected by Supplier on behalf of TMC, 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, and 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 any 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, TEMPORARY PERSONNEL ASSIGNED TO TMC 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.

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

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 proffered 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. All persons furnished by Supplier for performance of work under this Agreement shall be solely supplier's employees or agents, and shall not be deemed to be employees of TMC for any reason whatsoever. Supplier and Supplier Related Parties will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of TMC. Supplier shall require each Supplier Related Party performing work for TMC to execute the Benefits Waiver, attached hereto as an Exhibit to this Agreement. Supplier shall maintain such Benefits Waivers on file in its offices for the duration of this Agreement and four (4) years thereafter.
- 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.

EXHIBIT A

**SUPPLIER'S SERVICES AND
COMPENSATION**

POR # _____

Supplier will render the Services described herein and in accordance with Orders governed by the terms and conditions of this Agreement.

Services: [Describe scope fully.][For example]

Supplier shall recruit, interview, select, hire and assign qualified temporary personnel for designated projects as more fully described by the TMC Representative (or designate). Services are to be provided on a day-to-day as-needed basis at TMC's sole discretion. TMC shall have the sole discretion to establish the parameters and scope of the temporary assignment, including without limitation the minimum qualifications necessary for candidates to be considered for such temporary assignments. TMC may at any time, upon advance written notice, make changes regarding the temporary assignment, including without limitation, changes regarding job classification and skill requirements.

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: _____

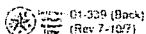
Compensation Arrangements

During the term of this Agreement, TMC agrees to pay Supplier for Services rendered in accordance with the following agreed upon terms:

TMC shall provide access to "eTime" for each temporary worker to record the actual time worked on a Sunday-Saturday weekly basis. Shifts that begin before midnight and end on the following morning will be reported as time worked on the day the shift began. Payment for work provided by Supplier's personnel shall be made by TMC based upon approved time and attendance records of TMC.

EXHIBIT B

TEXAS SALES and USE TAX EXEMPTION CERTIFICATE



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.

EXHIBIT C

SUPPLIER'S INSURANCE REQUIREMENTS (Master Temporary Personnel 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
 - ii. 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

POLICY OF AFFIRMATIVE ACTION (Including Applicant Log)

TMC is committed to the principles of equal employment opportunity. Moreover, as a government contractor or subcontractor bound by Executive Order 11246, TMC takes its Policy of Affirmative Action very seriously. TMC states as its Policy of Affirmative Action the following:

1. It will be the policy of TMC to recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
2. All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
3. All personnel actions and programs will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by law.

To assure compliance with the affirmative action plan, Pat Mitchell, Senior Vice President of Human Resources, has been designated to administer and monitor the Affirmative Action Plan.

If you are contacted to assist us when positions are available, we request that you refer to us all qualified candidates, including women and minorities.

As a federal contractor, we are obligated to retain all applicant data and applicant searches performed. Thus, please be sure to compile data for all individuals who applied for our openings. In addition, we will require that you compile specific data regarding any database search data. We will need you to provide this data to us in connection with each position for which you assist us in recruiting.

Attached hereto is a copy of the applicant log that we will need for you to complete, listing each individual who has applied for one of our positions. In addition, attached is the listing of the specific factors of data we will need for each database search conducted, whether on your own internal database, or on any external database.

If you have any questions regarding the above, please do not hesitate to contact Pat Mitchell at (713) 791-6407.



APPLICANT LOG

[illegible]

SPECIFIC FACTORS OF DATA THAT MUST BE RETAINED FOR EACH DATABASE SEARCH CONDUCTED

1. Name of database (e.g., your own internal database, monster.com, etc.).
2. Position for which search was performed.
3. Date of search.
4. Search terms/keywords used in search.
5. All resumes of individuals that you reviewed and that met the basic qualifications for the job; even if the individual is not an "Internet Applicant" (i.e., later self removes)

EXHIBIT F

BENEFITS WAIVER

1. This Benefits Waiver is entered into between the undersigned and Texas Medical Center ("TMC").
2. The undersigned agrees and acknowledges that he or she is (a) either an independent Supplier, providing services to TMC pursuant to a written contract, or (b) an employee or contractor of an independent Supplier.
3. The undersigned agrees and acknowledges that he or she is not an employee of TMC or any of its parent, subsidiary or affiliated companies. As such, the undersigned agrees and acknowledges that he or she is not entitled to any of the benefits made available to employees of TMC. **THE UNDERSIGNED THEREFORE WAIVES, DISCHARGES AND RELEASES ANY CLAIM FOR ANY EMPLOYEE BENEFIT OFFERED BY TMC OR ANY OF ITS PARENT, SUBSIDIARY OR AFFILIATED COMPANIES. THIS WAIVER SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, PENSION COVERAGE OR BENEFITS, MEDICAL AND/OR DENTAL INSURANCE COVERAGE OR BENEFITS, LIFE INSURANCE COVERAGE OR BENEFITS, SAVINGS AND INVESTMENT PLAN BENEFITS, EMPLOYEE STOCK OPTION PARTICIPATION, HOLIDAY PAY, SEPARATION PAY OR ANY OTHER EMPLOYEE BENEFIT OF ANY TYPE OR DESCRIPTION.**
4. I acknowledge that (1) I have carefully read and have voluntarily signed this agreement and waiver; (2) I fully understand the final and binding effect of this agreement and waiver and (3) prior to signing this agreement and waiver I have been given adequate time to review my legal rights with an attorney of my choice.

Signature

Print or Type Name

Date