

THE TEXAS A&M UNIVERSITY SYSTEM
INTRASYSTEM COOPERATION CONTRACT

This contract ("Contract") is entered into by and between the members of The Texas A&M University System shown below as Contracting Parties. This Contract is effective on the date of last signature ("Effective Date").

I. CONTRACTING PARTIES:

Receiving Member: Texas Division of Emergency Management

Performing Member: Texas A&M Engineering Experiment Station (TEES) **Vendor ID# 37127127126-000**

II. STATEMENT OF SERVICES TO BE PERFORMED:

All or part of this Statement of Services is is not being purchased through a GSA Schedule.

TEES will perform the services and provide deliverables as described in Attachment A of this Agreement in support of the State Operations Center (SOC) for COVID-19.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Services provided for a fixed price.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: \$108,000 – One Hundred and Eight Thousand Dollars and zero cents

(Words and figures)

V. PAYMENT FOR SERVICES:

Receiving Member shall pay for services received from appropriation items or accounts of the Receiving Member from which like expenditures would normally be paid, based upon special vouchers drawn by the Receiving Member, or through electronic transactions, payable to Performing Member.

Payments for service performed shall be billed: Lump Sum

(weekly, monthly, lump sum, etc.)

Payments received by the Performing Member shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract begins on 04/17/20 and shall terminate on 5/16/2020. *(Term of Contract cannot transcend the biennium.)*

If this Agreement is not signed by all parties and returned to both parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

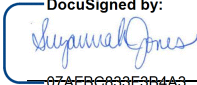
THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected Members of The Texas A&M University System, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

RECEIVING MEMBER further certifies that it has the authority to contract for the above services by authority granted in: Texas Education Code Chapter 88.001 (specify Statute, Constitution, Special Provision of Appropriation Bill)

PERFORMING MEMBER further certifies that it has authority to perform the services contracted for by authority granted in: Texas Education Code Chapter 88.001(4) (specify Statute, Constitution, Special Provision of Appropriation Bill)

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A party may evidence its execution and delivery of this Contract by transmission of a signed copy of the Contract via facsimile or email. The undersigned parties bind themselves to the faithful performance of this Contract.

Receiving Member:

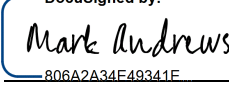
By: 
07AFBC883F3B4A3...

Name: **Suzannah Jones**

Title: **Deputy Chief, TDEM**

Date: **4/23/2020 | 10:34:48 CDT**

Performing Member:

By: 
806A2A34E49341F

Name: **Mark Andrews**

Title: **TEES Contracting Officer**

Date: **4/23/2020 | 10:07:16 CDT**

**Attachment A – Statement of Work
COVID-19 Evaluation of PPEs
Created by Texas A&M Engineering Experiment Station
for the Texas Division of Emergency Management
Members of The Texas A&M University System**

Statement of Work

The Texas A&M Engineering Experiment Station (TEES) will provide technical testing/screening/evaluation of certain personal protective equipment (PPE) identified by Texas Division of Emergency Management (TDEM) and create reports to provide them with an ability to accurately distribute effective PPEs to medical professionals or first responders across the state of Texas.

Technical/testing/evaluation of PPE will include (but not limited to): (1) fit testing, (2) pressure drop testing, (3) rapid chemical spectroscopic screening, and (4) filtration testing. This process will also include TEES subject matter experts (SMEs) traveling to TDEM location(s) in San Antonio and constructing an on-site laboratory, training other technicians, and rapidly screening on-site using methods 1, 2, and 3 listed above. On-site screening will down-select some PPEs to be sent to College Station, TX for in-laboratory testing of method 4 listed above.

This project will produce decision-making data to assist the leadership of TDEM through communication with both the Texas A&M Engineering Extension Service (TEEX) and the State of Texas Supply Chain Strike Force in support of the State Operations Center in relation to COVID-19. TEES evaluation process for PPEs may be subject to change during this evaluation period to maximize efficiency and accuracy in real-time.

Deliverables

Multiple reports that provide timely and accurate assessment of PPE efficacy for informing TDEM and the State of Texas Supply Chain Strike Force, include results from the following testing/screening/evaluation methods:

- (1) fit testing
- (2) pressure drop testing
- (3) rapid chemical spectroscopic screening
- (4) filtration testing