



Customer Contact Information

Account Name	University of North Texas	Quote Number	00019700
Contact Name	[REDACTED]	Created Date	9/17/2020
Title	HR		
Email	[REDACTED]		
Phone	[REDACTED]		
Bill To Name	University of North Texas	Ship To Name	University of North Texas
Bill To	1155 Union Circle #310937 Denton, TX 76203-5017 United States	Ship To	1155 Union Circle #310937 Denton, TX 76203-5017 United States

Enter the billing Email below, if different from the Contact's Email address above.

Preparer's Information

Company Name	Berkshire	Prepared By	[REDACTED]
Company Address	8924 McGaw Ct Columbia, MD 21045 US	Title	[REDACTED]
		Phone	[REDACTED]
Email	[REDACTED]	Extension	[REDACTED]

Quote Line Items

Product	Plan/Effective Date	Employees in Plan(s)	Sales Price	Quantity	Discount	Total Price	Line Item Description
AAO Consulting	10/1/2020	4,520	\$1,500.00	1.00	10.00%	\$1,350.00	25-40 Sectors for the AAP
AAO Consulting	10/1/2021	4,520	\$1,500.00	1.00	10.00%	\$1,350.00	25-40 Sectors for the AAP
AAO Consulting	10/1/2022	4,520	\$1,500.00	1.00	10.00%	\$1,350.00	25-40 Sectors for the AAP
Annual AAP	10/1/2020	4,520	\$8,050.00	1.00	10.00%	\$7,245.00	1 Plan Location
Annual AAP	10/1/2021	4,520	\$8,050.00	1.00	10.00%	\$7,245.00	1 Plan Location
Annual AAP	10/1/2022	4,520	\$8,050.00	1.00	10.00%	\$7,245.00	1 Plan Location

Subtotal	\$28,650.00
Discount	10.00%
Total Price	\$25,785.00
Grand Total	\$25,785.00

Terms

Outsourcing AAP Service Terms

1. Berkshire will invoice A NON-REFUNDABLE DEPOSIT equal to 30% of the total fees for Services not related to expedited support and over \$1,000. Such deposit shall be paid: 1) prior to the commencement of any work by Berkshire and 2) within thirty (30) days of the signing of this quote. Should Berkshire cancel the agreement due to no fault of your company; 100% of the deposit will be refunded.



2. Preparation of AAPs can generally be completed in 45 days. The actual time needed to complete the plans will depend on the quality of data received, the timely cooperation of your staff in resolving any data errors, and establishing plan settings.

3. If the total number of employees in all AAPs combined increase from the numbers quoted above, OR the number of AAPs increase from the numbers quoted above, Berkshire may adjust the plans' price based on the revised counts. Should an adjustment to pricing be warranted, Berkshire will provide you with an adjusted price in writing.

4. An electronic copy of your AAP reports and draft narratives will be delivered via online using a reports distribution portal.

5. If one of your locations receives an OFCCP Scheduling Letter before a complete AAP data set is submitted to Berkshire or if Berkshire is expected to complete an AAP in less than 45 days, Berkshire reserves the right to increase the plan preparation price to accommodate the expedited process. Should the work be subject to an increased price, Berkshire will notify and receive your approval before proceeding further.

6. Upon submission of the signed proposal, we will email you an invoice in the amount based on the services and/or training as applicable. The balance of the Affirmative Action Plan services is billed upon completion of the annual plans; however, Berkshire reserves the right to issue monthly progress billing (including expenses) for services rendered.

7. To complete the AAP within the expected time-frame, Berkshire will work with one or two points of contact from your company and expect data will be submitted in a single download. If your process requires multiple employee contacts and/or multiple datasets, please contact your representative for additional pricing based on the scope of your requirements.

8. Berkshire Associates Data Retention Policy: During the term of outsourcing services Berkshire will retain your affirmative Plans accessible online up to 3 years from the plan date. After three years, those plans will be archived (stored offline) for 2 years. All plans with a plan date older than 5 years will be removed permanently from the system and backups. Access to archived plans will be available by contacting your AAP Consultant or by emailing Product Support at Product.Support@Berkshireassociates.com.

9. If your company is no longer doing business with Berkshire, the plans will be accessible online for 12 months from the plan date, one additional year in archive, and then will be permanently removed from our systems.

10. See attached document for the scope of work, deliverable and rest of the options.

Common Terms

1. You will be billed for pre-approved consulting time and direct expenses (as incurred) related to any additional services you request. Direct expenses include shipping fees, travel expenses, and materials provided by Berkshire.

2. All shipping materials are delivered by Federal Express using their two-day delivery service. Clients will be charged the actual shipping expense on the final invoice, where applicable.

3. If your company needs any additional documentation (i.e. vendor documentation or W9) to be completed by Berkshire, please send all information to the Accounting Department on acceptance of this proposal. Please fax required documents to the Accounting Department at (443)539-0234.

4. If you are paying by check, the check should be made payable to Berkshire Associates Inc. We also accept payments by Visa, Master Card, and American Express.

5. Any balance not paid within 30 days from its invoice date shall draw interest at the monthly rate of 1½%, an ANNUAL PERCENTAGE RATE OF 18%.

6. No money will be held in credit for longer than six (6) months and will be refunded by check.



7. Failure to pay any fee when due shall relieve Berkshire of all responsibility until payment is brought current. Failure to pay any fee for 90 days shall be a material breach of the Agreement, terminating Berkshire's obligations and entitling Berkshire to all legal remedies.

8. Additional charges may apply for services that are deemed to be out of the scope of work, meetings not covered or directly related to the service, or additional support not included in the proposal. Berkshire provides these additional consulting services at a rate between \$200 – \$300 per hour. Most consulting services are charged at the lower end of this hourly range. Assistance with novel or complex administrative, jurisdictional, plan preparation, audit defense and other similar services will be charged at the higher end of the hourly range. Berkshire's consultants always will discuss the hourly consulting fee with you before performing any additional services.

9. Please add accountingadmin@berkshireassociates.com as a safe e-mail address to ensure receipt of all invoices.

10. This proposal is available on the above terms for a period of 30 days from its date. By signing below, you acknowledge that the foregoing accurately sets forth the agreement between your organization and Berkshire Associates Inc.

I have read and agree to all terms above:

Print



Date 10/12/2020

PO# 237762

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

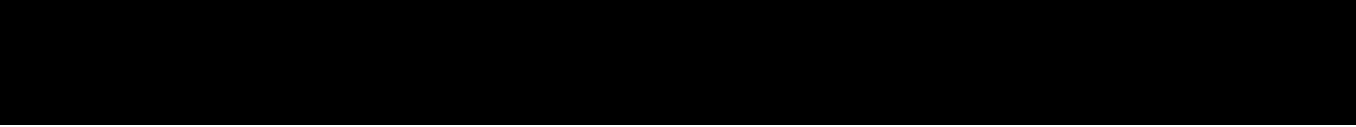
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Berkshire Associates



Date: 10/13/2020

Date: 10/12/2020



berkshire

Applying Insight. Delivering Foresight.

Scope of Work

Affirmative Action Plan
Consulting

About Berkshire

With experience spanning almost four decades, Berkshire is the nation's premier provider of affirmative action solutions. We support all levels of affirmative action requirements — from plan development and audit support to training and implementation — focused on helping you achieve a balanced workforce.

Berkshire's consultants become a part of your team, providing advice and handling the smallest details so you can achieve the results you want from your affirmative action program.

As a partner of choice for compliance help, we use our vast experience working with the Office of Federal Contract Compliance Programs (OFCCP) to minimize the impact of a potential compliance review.

The value of Berkshire:



Vision - Rooted in our legacy of expertise and innovation, Berkshire approaches the HR industry with the vision of a future where workforce balance and compliance are seamlessly intertwined.



Innovation - For nearly 40 years, we have delivered a unique blend of services and technology to build innovative processes that solve our clients' problems and offer foresight to guide customers moving forward.



Expertise - Our long history of working with OFCCP enables us to apply insight to identify compliance problem areas, unlock solutions, and share information to help your company make the best decisions.

Affirmative Action Annual Plan Services

SUMMARY

Berkshire will develop, complete, and review the Annual AAP(s) for your organization; provide consulting support throughout the plan year to answer all related questions regarding your affirmative action program; provide access to your final reports online through our software balanceAAP; and access to REACH – our Good Faith Efforts tracking software so you can keep track of all your outreach and targeted recruitment throughout the year.

SCOPE OF WORK



Affirmative Action Annual Plan Development

Berkshire will develop three separate Affirmative Action Plans, using statistical methods 100% compliant with the OFCCP regulations:

- Minorities and Women
- Individuals with Disabilities
- Protected Veterans

Once your organization provides Berkshire with the necessary data in accordance with our data requirements, Berkshire will perform the following services for each plan:

- Review the required data sent to us
- Perform numerous data quality tests and resolve all data errors and inconsistencies with your assistance
- For the Minorities and Women plan(s):
 - Analyze the data and develop the job group analysis and organizational profile with your input
 - Work with you to determine recruitment areas and feeder groups for external availability
 - Calculate internal and external availability
 - Determine incumbency vs. estimated availability
 - Develop placement goals for the current plan year
 - Analyze goal attainment from the previous year
 - Calculate Impact Ratio Analysis on all personnel actions to determine adverse impact by favored group
 - Complete Compensation Summary reports
- For the Individuals with Disabilities plan(s) and the Veterans plan(s):
 - Provide data collection analysis reports
 - Compare Veteran hires to established Veterans benchmark
 - Compare employment to Individuals with Disabilities utilization goal
 - Complete all required narratives for all plans



Affirmative Action Consulting Support



Communication

Berkshire provides a dedicated team member with expertise in Affirmative Action to be your main point of contact. During the plan development process, this team member will communicate with your team via phone and email to exchange data and analyses, provide resource materials and information to educate your team on Affirmative Action requirements, and provide consultative advice regarding Affirmative Action best practices.

Throughout the plan year, your team can continue to reach out to your dedicated point of contact to answer any questions regarding the affirmative action plan(s) we completed.



Pre-submission Audit Support

If an AAP that Berkshire completes comes under audit, we will provide:

- Unlimited audit consultation for that plan prior to initial plan submission to the OFCCP
- An electronic file of the audit submission package

Rework of data, however, may incur additional costs. If OFCCP requires a semi-annual monitoring report and the service is not included in your agreement with Berkshire, development and refinement of a monitoring report for an audit will incur an additional cost.



Plan Review and Evaluation

An Affirmative Action Plan Review and Evaluation Meeting will take place once your plan(s) is completed. This will be a conference call meeting to review the plan(s), build on your knowledge of affirmative action, and assist you in evaluating the key areas of your plan(s). Our highly experienced consultants will explain reports, discuss potential problem areas, and recommend next steps.

DELIVERABLES



Affirmative Action Annual Plan

An electronic copy of each of your AAP(s) with all required elements to include the following:

- For the Minorities and Women plan(s):
 - Minorities and Women Narrative, including the Identification of Problem Areas section
 - Organizational Profile: either Workforce Analysis or Organizational Display
 - Job Group Analysis
 - Annotated Employee List
 - Availability Analysis: both Internal and External Availability
 - Incumbency vs. Estimated Availability Analysis
 - Placement Goals and Shortage Reports
 - Analysis of Personnel Activity
 - Goal Attainment from previous year
 - Impact Ratio Analysis by favored group with statistical significance
 - Compensation Summary
 - Estimated Labor Statistics Report
 - Checklists for all main reports
 - Checklists for all personnel actions and applicant data
- For the Individuals with Disabilities plan(s):
 - Individuals with Disabilities Narrative
 - Data Collection Analysis
 - Utilization Goals Report
- For the Veterans plan(s):
 - Veterans Narrative
 - Data Collection Analysis
 - Veterans Benchmark Comparison



Consulting Support

- Unlimited phone and email support is provided to answer any questions regarding the affirmative action plan(s) we completed.
- For any Berkshire completed plan that comes under audit - unlimited audit consultation prior to initial plan submission to the OFCCP, including and an electronic file of the audit submission package.
- An Affirmative Action Plan Review and Evaluation Meeting will take place once your plan(s) is completed.



Reporting Tools

balanceAAP Software



Our Affirmative Action Annual Plan Development and Consulting service includes access to balanceAAP – for online reports distribution, executive dashboard and trend reporting; and access to REACH – for tracking targeted outreach and recruitment activities and evaluating the effectiveness of each source.

Online Reports Distribution

Online access to your AAP plan reports will be provided to users from your organization, allowing for seamless, paperless distribution of plan reports. Users can view all colorful graphs, charts, easy to read reports, and narrative information designated for them, based on their role and responsibilities. BalanceAAP provides secure, paperless distribution of plan reports through a centralized repository.

Dashboard

Access to balanceAAP includes dashboard reporting with graphical data summaries and reports. The dashboard is provided for clients with more than one AAP and includes graphical displays, summaries of location results, and aggregate results.

The dashboard acts as a control center for executives, managers, and HR professionals who are responsible for multiple locations. It allows the user to view the AAP data through a number of customizable graphics, focusing on those areas with potential problems. A variety of options and filters allows the display to be fully customized.

REACH Software



Our Affirmative Action Annual Plan Development and Consulting service includes access to REACH – for tracking and evaluating your good faith efforts.

Outreach Tracking and Evaluation Tool

REACH (REACH) allows outreach and recruitment efforts to be entered and tracked as part of the plan development process, and on an ongoing basis throughout the plan year. This tool allows your team to capture your good faith efforts in a centralized place, and evaluate the effectiveness of each effort within the system, as required by OFCCP regulations. All required reporting can be generated from the system and this information can be incorporated into the AAP narratives.

Other Highlights of the Reporting Tools included as part of this service

- Unlimited number of users may be given access to the Online Reports and Dashboard in balanceAAP and REACH
- Data backups and storage are included

Add-on Services for Annual Affirmative Action Plans

Post Submission Audit Support

Following the completion and submission of your audit plan(s), Berkshire offers a variety of audit service options for more extensive on-site and off-site support. Once your plan is submitted to the OFCCP, should your organization need additional support, Berkshire can provide consulting services for an additional fee.

REACH Implementation Consulting Support

REACH comes complimentary with your consulting services. However, companies who are new to complying with good faith efforts requirements find consulting support for initial setup beneficial. Berkshire offers consulting services to assist with REACH set up and configuration.

How do I add these services?

To add any of these services, please contact your Account Executive or Consultant to discuss your needs in further detail.

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.