CONTRACT
FOR
CUSTODIAL SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
AMERICAN FACILITY SERVICES

The Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and American Facility Services (hereinafter referred to as "Contractor"), located at 1325 Union Hill Industrial Court, Suite A, Alpharetta, Georgia, 30004 enter into the following Contract for custodial services for various State office buildings in Austin, Texas (hereinafter referred to as the "Contract") pursuant to TEX. GOV'T CODE ANN. Ch. 2165 (Vernon 2008 & Supp. 2014).

I. STATEMENT OF WORK.

1.01. **GENERAL.** Contractor shall provide custodial services for TFC at various State-owned facilities and locations in Austin, Texas as set forth in Exhibit A – Building List and Exhibit B – Scopes, attached hereto and incorporated herein for all purposes. Most services are to be performed during regular business hours, except for the final trash and recycle collection from central collection points, the final cleaning and restocking of restrooms, or tasks that are noisy, hazardous, or otherwise impede normal daily business of an agency. Regular business hours are considered to be between 7:00am and 6:00pm Monday through Friday, excluding holidays where State agencies are closed, as further described in Section 1.18.(c) of this Contract. Adequate staffing is required on Optional Holidays and Skeleton Crew days.

1.02. **CONTRACT ADMINISTRATOR.** (a) TFC shall designate a "Contract Administrator" for this Contract who will serve as the point of contact between TFC and Contractor. The instructions of the Contract Administrator and/or the Contract Administrator's designated representative (hereinafter collectively the "Contract Administrator") are to be strictly and promptly followed by Contractor at all times. Contract Administrator is to have free access to Contractor's supplies, equipment, and work product at all times for inspection and audit. Contractor is to afford the Contract Administrator all necessary assistance during those inspections and/or audits. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of chemicals, supplies, tools, and equipment furnished, as well as the manner of performance, the rate of progress of the work, and the results of the work performed.

(b) The Contract Administrator may make temporary changes in the assignments, tasks, task frequencies or methods required under this Contract. If such changes do not require additional equipment, chemicals, supplies, or significant man-hours, such changes shall not be considered modifications of the Contract and shall not affect the amount of payment to Contractor. The Contract Administrator will determine the amount of work performed and materials furnished that are to be paid under the Contract. Failure of the Contract Administrator during the progress of the Contract to discover or reject unacceptable work or work not performed in accordance with the Contract, or to exercise any remedies, shall not be deemed an

acceptance or a waiver of TFC's right to full performance of the Contract. However, the Contract Administrator does not have any express or implied authority to vary or amend the terms of the Contract or to waive strict performance of the terms or conditions of the Contract.

(c) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the Contract Administrator. No other additional services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator, as defined in sections 1.04 through 1.06 below.

1.03. **FREQUENCY OF TASKS.** (a) The custodial tasks as further described in this Contract will be performed at the given frequencies listed below and according to Exhibit C - Service Classes and Requirements, attached hereto and incorporated herein for all purposes. The frequencies shall be as follows and are standard for all buildings and should be followed by the Contractor:

(i) "Daily Tasks" are services that are performed every day of the week, at a minimum of at least once per day.

(ii) "Three Times Weekly Tasks" are services that are performed a minimum of three (3) times a week, every week.

(iii) "Twice Weekly Tasks" are services that are performed a minimum of twice a week, every week.

(iv) "Weekly Tasks" are services that are performed a minimum of once a week, every week.

(v) "Twice Monthly Tasks" are services that are performed a minimum of twice a month, every month.

(vi) "Monthly Tasks" are services that are performed a minimum of once a month, every month.

(vii) "Annual Tasks" are services that are performed a minimum of once a year during each year of the Contract. These Annual Tasks shall be performed as directed by the Contract Administrator.

(b) **ANNUAL TASK SCHEDULE**. Contractor shall submit a draft schedule to the Contract Administrator for all services that fall under the Annual Tasks. The schedule shall describe the date and time Contractor intends to perform these annual services. The Contract Administrator may provide Contractor with any necessary changes to this schedule prior to the start of the Annual Tasks. Contractor shall not initiate these Annual Tasks without the Contract Administrator's prior approval of the final schedule. Within twenty-four (24) hours after completing any Annual Task, Contractor shall send written notice, by fax or email, to the Contract Administrator and TFC property manager for the relevant TFC building.

(c) **SCHEDULE VARIANCES.** The frequency of the tasks set forth above may be increased or decreased if inspections, as set forth in Section 1.15 of this Contract, call for such changes. All frequency changes shall be approved by the Contract Administrator.

1.04. **CUSTODIAL TASKS.** The following are the descriptions of the custodial tasks to be completed by Contractor under this Contract and the standards that Contractor must adhere to, as evaluated by the Contract Administrator. These custodial tasks are general in nature and are not intended to eliminate specific elements of the housekeeping routine. However, the specific elements of the housekeeping routine are judged against the general task description and standard. All tables, chairs, and similar items moved by Contractor during the performance of these custodial tasks shall be returned to their original location. Contractors may utilize properly maintained battery or electric equipment; however, propane-powered machinery is prohibited in all TFC facilities. For all tasks that Contractor utilizes any wet solutions on flooring surfaces, Contractor is required to utilize "Caution Wet Floor" signs before mopping and until such time that all flooring is completely dry. Signs should be placed prominently so that all persons can clearly see them before entering the zone being cleaned. **Contractor will be liable for instances where procedures, or lack of proper safety procedures, lead to the injury of employees or visitors to facilities.** Custodial tasks shall include the following services.

(a) **CLEANING.** The removal of dirt, soil, stains, liquids, trash, recycling, refuse, and any other foreign material from an item, fixture, or area. Cleaning may include the process of disinfecting, if required by the TFC. When properly cleaned by Contractor, an area, fixture, or item shall be free of all dirt, soil, stains, or other foreign material and shall present a clean, safe, healthy, and pleasant appearance.

(b) **SWEEPING.** The removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. When properly completed by Contractor, a swept or vacuumed area shall be free of all loose dirt, dust, debris, or other foreign material with no build up in corners, crevices, or under or around furniture parts.

(c) **WET MOPPING.** The removal of dirt, soil, liquids, or other foreign materials from a floor using a microfiber, cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. Wet mopping shall include rinsing, if required or recommended by the detergent manufacturer. When properly completed by Contractor, a wet mopped floor shall be free of all dirt, soil, liquids, or other foreign material. The floor shall present a uniform appearance free of streaks, smudges, heel-marks, or any other marks that can be reasonably removed through wet mopping. All splash marks and/or spots on walls, furniture, and fixtures that occur during wet mopping shall be removed before conclusion of the wet mopping task.

(d) **MACHINE SCRUBBING.** The use of a mechanized scrubbing or vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums, or similar large areas. When properly completed by Contractor, machine scrubbing is held to the same quality standard as wet mopping.

(e) **DAMP MOPPING.** The use of a microfiber, cotton or similar yarn type mop which, if necessary, has been mechanically wrung or squeezed to remove excess solution for the purpose of removing light soil, dirt, liquid or other foreign material from a floor. Damp mopping is done when the entire area does not require complete mopping or if the area is not soiled sufficiently to require wet mopping. When properly completed by Contractor, damp mopping is held to the same quality standard as wet mopping.

(f) **SPOT CLEANING.** The removal of dirt, soil, debris, liquids, stains, or other foreign materials from floors, walls, furniture, fixtures, or other areas that can be accomplished by cleaning only the immediately affected area. Spot cleaning shall only be performed by Contractor when the requirement of cleaning the whole area is not necessary. Spot cleaning should be completed on an area immediately upon discovery. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Spot cleaning shall be limited to individual spots not to exceed twelve (12) inches in diameter on average. When properly completed by Contractor, spot cleaning shall completely remove any evidence of the soiling that necessitated the cleaning without evidence of occurrence or cleaning.

(g) **STRIPPING.** As is practicable, the complete removal of the wax or finish applied to non-carpeted floor. Contractor may accomplish stripping by either manual or mechanized application of an approved stripping agent. When properly completed by Contractor, a stripped floor is completely free of all dirt, stains, deposits, wax, finish, water, and cleaning solution, and such floor is ready for the re-application of sealer and floor finish. All splash evidence on baseboards, furniture, and fixtures shall be removed by completion of the stripping task. Plain water rinse and pickup must immediately follow the finish removal operation

(h) **SEALING.** The application of a floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods. When properly sealed by Contractor in compliance with the manufacturer's recommendations, a sealed floor shall have a minimum of 2 coats of sealer applied, and shall present a uniform appearance with all evidence of splashing on baseboards, furniture and fixtures completely removed. There shall be no evidence of buildup or discoloring.

(i) **WAXING/FINISHING.** The application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods and includes buffing the finish. When properly waxed or finished by Contractor in compliance with the manufacturer's recommendations, the waxed or finished floor shall have minimum of 3 coats of wax applied, and shall present an even, high gloss shine that shall have no evidence of buildup or discoloring. All evidence of splashing shall be removed from baseboards, furniture and fixtures.

(j) **SPRAY BUFFING.** The application of a wax and water solution to a floor and buffing with a high speed buffing machine to refurbish the floor finish after wet or damp mopping. When properly completed by Contractor, a spray buffed floor shall be held to the same quality as a newly waxed or finished floor.

(k) **VACUUMING.** The mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items including, but not limited to, couches, chairs, walls, and curtains, or drapes which lend themselves to this method of cleaning. When properly vacuumed by Contractor, there shall be no evidence of any dust, dirt, or any other loose foreign material. Contractor shall vacuum with a machine that has adequate suction to lift all dirt and residue from the base of the rug nap (5.0 amps or greater). Contractor is responsible for making sure that the machine is not only rated to function correctly, but is also working correctly at the time the job is being performed.

(l) **SHAMPOOING.** The application of a cleaning agent to a carpeted floor, cloth material, or covering for the purpose of removing embedded soil, dirt, stains, or other foreign materials. As requested, the Contractor shall provide a written quote, as per pricing listed on Exhibit D- Compensation and Fees, attached hereto and incorporated herein for all purposes, for carpet cleaning in each building. Contractor is to use a TFC approved carpet extraction machine with correct dilution of TFC approved carpet shampoo. Before or as carpets are shampooed, all movable furniture is to be cleared, all the carpet is first vacuumed, and all spots are pre-sprayed. Corners, along walls, and around fixtures that can't be moved are to be hand-shampooed. Using the carpet extractor, shampoo uniformly along one and one half times the width of the brush, overlapping brush paths, continuing this brushing pattern, avoiding over-wetting carpet. Carpet shampooing solution shall not stain or discolor a carpet or produce shrinking, and shall be environmentally safe and non-toxic. All splash marks on walls, furniture and fixtures incurred during shampooing shall be removed before conclusion of this task. Contractor shall submit a schedule to the Contract Administrator. Any changes to the schedule must be submitted in writing and approved by the Contract Administrator.

(m) **DUSTING.** The removal of airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls ,and any other items which may accumulate airborne particles. "Low-dusting" shall include levels up to and including six (6) feet in height. "High-dusting" shall include all levels above six (6) feet in height which do not involve the employee using a ladder of a height or construction that could jeopardize employee's safety. When properly dusted by Contractor, all items shall be free of any airborne materials, streaks, and smudges. Airborne matter shall be removed by either mechanical, chemical, or manual means. Contractor shall not use devices that merely displace or redistribute the matter, such as feather dusters, unless such devices are treated to attract and hold the matter.

(n) **GLASS AND WINDOW CLEANING.** The removal of dirt, soil, smudges, fingerprints, and other foreign material from the surfaces of interior glass windows, doors, partitions, mirrors, or any other items which may consist in whole or part of glass or a similar material. Glass and window cleaning service also includes the cleaning of all ground-level entryway doors & adjacent glass panels inside and outside, but excludes other ground level window exteriors. All chemicals or solutions used to accomplish this task shall be approved by TFC. When properly cleaned by Contractor, glass objects shall be free of all dirt, soil, smudges, streaks, smears, or any other substances. All excess spray or solution shall be removed from any surrounding trim or surfaces.

(o) **METAL CLEANING/POLISHING.** The removal of dirt, soil, fingerprints, smudges, streaks, water marks, scale, and other foreign material from metal surfaces and fixtures. When properly cleaned or polished with an approved non-abrasive cleaner/polish by Contractor, all metal surfaces shall present a clean uniform appearance free from all dirt, soil, marks, smudges, streaks, and scale.

(p) **DISINFECTING.** The removal or neutralization of material containing or supporting the growth of bacterial or viral organisms capable of causing infection, through the application of an approved disinfectant by either manual or mechanical methods. When properly disinfected by Contractor, surfaces shall be as free as possible of material containing living bacteria, viruses, or other contaminates capable of causing infections.

(q) **WOODWORK CLEANING/POLISHING.** The treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints, and smudges. When properly cleaned and polished by Contractor, all wood shall exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

(r) **DISPENSER SERVICE.** The checking and refilling of all towel, toilet tissue, soap, or any other dispensers. When properly serviced by Contractor, dispensers shall have an adequate one (1) day supply of dispensable product. However, Contractor is to check periodically throughout the day to ensure the dispenser is never without an adequate supply. At no time shall Contractor leave additional supplies for patrons, clients or employees to install in the dispensers. Any installation or removal of dispensers must have received prior written approval from the Contract Administrator.

(s) **PLUMBING FIXTURE AND DISPENSER CLEANING**. The removal of dirt, soil, fingerprints, smudges, film, odors, stains, and other foreign material from plumbing fixtures and dispensers. When properly cleaned by Contractor, all plumbing fixtures and dispensers shall present a clean uniform appearance free from all deposits and stains so that item is without dust streaks, film, and odor.

(t) **REMOVAL OF DEBRIS FROM ENTRANCES AND BUILDING PERIMETER**. The pickup and disposal of all trash, recycling and bird debris within twenty-five (25) feet of all outside entrances or exits of a building perimeter. In addition, all ash trays and urns in these areas are considered cleaned when emptied and wiped with a chemically treated or damp cloth. Disposal of trash and recycling shall be subject to subsections (u) and (v) requirements below.

(u) **TRASH/WASTE REMOVAL.** The collection and disposal of all materials which are placed into containers dedicated for trash disposal. Contractor shall only collect trash from central collection point trash receptacles (typically 23 gallon or greater in size). When properly emptied, trash/waste receptacles shall be free of all wastes and disposed materials. When any receptacle is used for disposal of liquid or wet wastes, the liner shall be replaced by Contractor regardless of its age or appearance. If a liner leaks or otherwise allows waste to contact a receptacle, Contractor shall clean and disinfect such receptacle. Trash bags must be collected in non-leaking trash bins or carts, and shall not be dragged across floors or placed directly upon floors. Contractor will be responsible for the immediate spot cleaning of any floor or carpeting if Contractor's employees allow bags to leak on floors. Central collection point trash receptacles must be emptied, at a minimum, once per day, or as otherwise needed. All collected trash must be moved by Contractor to the area(s) designated by the Contract Administrator.

(v) **RECYCLING.** The collection and disposal of all materials which are placed into containers dedicated for recycling. Contractor shall only be required to empty central collection point recycling receptacles, typically 23 gallon or greater in size. No liners or bags of any type should be used in containers utilized for recyclable materials. TFC facilities utilize "Single-Stream Recycling," which allows many types of items to be placed in recycling receptacles. Contractor shall not be required to sort any recyclables. Once collected by Contractor, recyclable materials shall be moved to the proper designated locations, as designated by the Contract Administrator, for transportation.

1.05. **WORK ORDER/SERVICE CALL.** For the purpose of evaluating performance under this Contract, a "Work Order/Service Call" is defined as any additional services that are requested by the Contract Administrator.

1.06. **MAINTENANCE AND DELIVERY RELEASES.** (a) TFC may, from time to time, through a Work Order/Service Call request Contractor, as defined in Section 1.05 of this Contract, to complete additional custodial services. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release). Such Delivery Releases will constitute amendments to this Contract, subject to the terms and conditions set forth in this Contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by TFC.

(b) Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from this Contract.

(c) Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator on-site within twenty-four (24) hours. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon. If Contractor cannot perform the work within the timeframe stated, Contractor may be subject to liquidated damages up to 20% of total cost of the Delivery Release.

(d) Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket" for the services performed under a Delivery Release. Contractor shall provide the following information on the Service Ticket:

(i) building name;

(ii) floor number;

(iii) TFC work order number;

(iv) number of hours worked; and,

(v) narrative description of the completed services.

1.07. **CALLBACK.** For the purpose of evaluating performance under this Contract, a "Callback" is defined as a service call that requires Contractor to return to complete or repair a previously performed service due to Contractor's inability, negligence, or lack of knowledge to perform services.

1.08. **CALLBACK RESPONSE.** The Contract Administrator will contact the Contractor and notify them of a Callback. The Contactor will respond to the Callback no later than the next business day with any required labor or material to correct the problem. Contractor is to perform Callback service at no additional cost to TFC, regardless of whether the work is performed during normal working hours or overtime hours. The Contractor shall check in and out with the

Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the Callback service. Contractor shall maintain a complete, orderly written report of all Callbacks. These "Callback Reports" shall indicate the time, date, name of personnel, problems reported and corrective measures taken to complete or repair all problems. A consolidated Callback Report is to be furnished to TFC as soon as the service is provided.

1.09. **NECESSARY EQUIPMENT AND TOOLS.** (a) Contractor shall furnish and maintain all equipment and tools necessary to complete all custodial tasks for each location serviced. Contractor shall not rely on sharing equipment between buildings/facilities. Contractor shall provide a list of all equipment to be used in execution of this Contract to be approved by the Contract Administrator prior to commencement of work. If required, the list shall include the manufacturer's specifications for each type of equipment and tool. TFC reserves the right to inspect equipment used in the performance of this Contract at any time. Any equipment found to be in an unsafe operating condition must be replaced immediately at Contractor's expense. For those custodial tasks performed during regular business hours, the facilities must be serviced by vacuums and other equipment that do not exceed sixty-eight (68) decibels. Vacuums must utilize a two (2) – four (4) stage HEPA Filtration system with ratings of 99.97% efficiency at 0.3 micron filtration. The minimum required equipment and tools defined in this Contract must be clean and in good operating condition at all times during the performance of the services herein. All equipment and tools required for a specific building, group of buildings, or assignment area must be permanently identified with the assignment number or building number. All equipment shall have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces.

(b) To request a change from the most recent approved equipment and tool list, Contractor shall submit a written change request to the Contract Administrator defining the alternate tool and/or equipment to be replaced along with the manufacturer's specifications and a photo of the alternate equipment or tool. The Contract Administrator will approve the alternate equipment or tool if the alternate equipment:

(i) is equal to or exceeds the original approved equipment and tool specifications;

(ii) performs as well as the initial selection, as demonstrated by actual performance testing; and

(iii) it is determined to be in the best interest of TFC.

Any costs associated with evaluating alternate equipment or tools or changing to an alternate upon the request of Contractor shall be at no cost to TFC.

(c) Contractor shall maintain on file at the work site, in the main custodial office or TFC Property Manager's office, one (1) complete set of operating and maintenance instructions for all types, brands, and models of power equipment used in performance of the services under this Contract.

(d) All electrical equipment used by Contractor or Contractor's employees shall meet all applicable safety requirements. This shall include either the use of ground fault interrupters

or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief, and insulation quality of plugs and cords. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of Contractor to prevent the operation or the attempted operation of electrical equipment, or combinations of equipment, that require power exceeding the capacity of existing building circuits.

(e) Contractor shall furnish cellular phones for use by the Job Manager, each Supervisor, and Team Leads, as defined in Section 4.02 of this Contract, which operate independently in a facility. The cellular phones shall allow the Contract Administrator and TFC Property Manager to immediately communicate with the Job Manager, Supervisors, and other custodial employees. Contractors should include in custodial training programs that custodial employees are expected to not utilize personal cell phones, to conduct personal business, during work hours, and shall take appropriate action to ensure employees adhere to this requirement.

1.10. **MATERIALS AND SUPPLIES.** (a) Contractor shall provide all cleaning supplies and equipment necessary to carry out the scope of services of this Contract. No material shall be used that will damage floors, floor covering, fixtures, woodwork, painted surfaces, furniture, or which will create health or safety hazards. All products must be user friendly and environmentally safe. Where a product is specified by TFC, there shall be no deviation without the express written permission of the Contract Administrator, in which case samples of proposed materials to be used shall be submitted to the Contract Administrator for approval. TFC may approve or disapprove any product prior to or during the term of this Contract.

(b) TFC shall provide dispensers for toilet paper, paper towels, hand soap, toilet seat covers, and deodorizers, if applicable, in all restrooms. In addition, TFC shall furnish dispensers in all break rooms for hand soap and paper towels, if applicable. If economically feasible and approved by the Contract Administrator, Contractor may provide dispensers for furnished products, if a standard dispenser size used by Contractor makes it more economical to utilize an alternate dispenser size. If provided, all dispensers furnished by Contractor become the property of TFC. If Contractor is approved to provide dispensers as referenced above, Contractor shall provide supplies for all TFC dispensers and for all waste. Contractor is not required to furnish feminine sanitary machine products. Contractor shall not install or remove any dispensers without having first received written approval to do so from Contract Administrator.

(c) All supplies used by Contractor under this Contract are subject to prior written approval by the Contract Administrator. Any deviations from approved supplies shall be approved by the Contract Administrator prior to use. All supplies shall be of equal or higher quality than the products listed below. TFC reserves the right to furnish all or a portion of the necessary supplies for Contractor's use in servicing one or more buildings under this Contract in any instance in which Contractor fails to provide all required supplies. If and to the extent TFC does furnish such supplies to Contractor, Contractor shall reimburse TFC for TFC's cost for the supplies, plus an additional 25% to cover TFC's related time, effort, and administrative overhead.

ITEM	MANUFACTURER
Toilet Paper (2 ply)	Georgia Pacific #19376 or 19880 EPA
Multifold Fold Towels	Georgia Pacific #23304 EPA Recycled/Brown
Perforated Roll Towels	Georgia Pacific #81464 or 82165 Recycled/Brown
Large Trash Bags	Matera/Tyco # TY-HF404812N
Small Trash Bags	Matera/Tyco # TY-2325LB
Hand Soap	GP Pacific Garden # 48515 Anti-Bacterial Foaming, Unscented
Toilet Seat Covers	Georgia Pacific #47046
Urinal Screens	Spartan # SP-8000 or Tolco # TO-220149
Odor Neutralizer	Matera/TC # TC-401255

(d) When requested, Contractor shall provide a monthly report of the quantity of supplies used per building, and in a format and manner acceptable to the Contract Administrator.

(e) During sessions held by the Texas Legislature, which are generally held every other year, certain State facilities will experience a substantial increase in supply consumption for the months of January through May.

1.11. **CHEMICALS.** (a) Contractor shall furnish all chemicals/cleaning agents necessary to perform the services of this Contract. Contractor shall use only those brands and types of chemicals meeting the specifications contained herein and shall provide a list of all chemicals to be used in execution of this Contract to be approved by the Contract Administrator prior to commencement of work. Where practical, Contractor shall utilize chemicals and products with the lowest toxicity and volatile organic composition possible, which are still of sufficient strength to adequately perform as needed. Utilization of "Green Seal" or other similar products is encouraged, but not required. TFC reserves the right to reject any brand or type of chemical and order Contractor to substitute another product acceptable to TFC. Contractor shall maintain a copy of the Material Safety Data Sheet (hereinafter referred to as "MSDS") or equivalent forms, for all chemicals used in the performance of the services under this Contract and shall provide the Contract Administrator with a copy. The MSDS shall be posted in all closets where chemicals are stored and shall be multilingual to sufficiently accommodate non-English speaking employees assigned by Contractor to the building. All chemicals used shall have manufacturer's quality control batch numbers included on cases or containers.

(b) To request a change from the most recent approved chemical list, Contractor shall submit a written change request to the Contract Administrator which identifies the product use, the brand name, and the manufacturer's complete name, address and telephone number. In addition, Contractor shall attach a product brochure, a MSDS and chemical specifications to the written request. TFC will approve the alternate brand if such alternate:

(i) performs as well as or better than the chemical brands referenced in the specifications in this Contract;

(ii) causes no interference with the operational activities of TFC or damage to the facilities; and

(iii) it is determined to be in the best interest of TFC.

Any additional costs associated with testing or using an alternate brand of chemical or with changing from one brand to another brand will be borne by Contractor, if the change was requested by Contractor.

(c) No ammonia, bleach, bleach-based powdered cleanser or any other type of chemical which does not meet the specifications included herein shall be used in the performance of the services under this Contract without the written approval of the Contract Administrator.

(d) **SPECIFICATIONS FOR WATER EMULSION-TYPE FLOOR WAX OR FINISH REMOVER.** The following are the specifications for a commercial wax remover for use in stripping water emulsion floor wax or finish (including metal-link polymers) from vinyl, rubber, asphalt, and other composition floor surfaces and for use as a heavy-duty cleaner for ceramic and conductive floors. The product shall:

(i) be liquid of one (1) grade only;

(ii) be a homogeneous, highly concentrated free-flowing liquid so formulated that it may be diluted with clear water, composed of synthetic detergents, alkaline builders and sequestering agents which will not cause skin irritations when used in accordance with directions;

(iii) not contain any fatty acid soaps;

(iv) be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping container at room temperature;

(v) remove over ninety percent (90%) of previous wax film; and

(vi) remove grease, oils, waxes, gums, dirt and hard to remove soils from all recommended surfaces when used as directed.

(e) **SPECIFICATIONS FOR CONCENTRATED NEUTRAL DETERGENT.** The following are the specifications for one (1) grade of a liquid concentrated compound suitable for wet cleaning on painted and unpainted surfaces where hard or soft water prevails. The detergent shall be an effective cleaning agent for use on wood, rubber, asphalt tile, terrazzo, marble, concrete floors and other surfaces and shall:

(i) be composed of synthetic organic detergents, sequestering, suspending and other cleaning agents;

(ii) be assembled to form a homogeneous liquid with no more than a trace of suspended matter;

(iii) be biodegradable and mildly perfumed;

(iv) be non-caustic and contain no soap;

(v) contain no free alkali or ammonia;

(vi) contain no free oil, abrasives or other harmful ingredients and shall not be irritating to the skin;

(vii) be effective at the emulsification of grease, oil and dirt;

(viii) have excellent free rinsing characteristics;

(ix) have moderate foam with excellent stability in presence of grease and oil; and

(x) be safe for use on all surfaces when used as directed.

(f) **SPECIFICATIONS FOR QUATERNARY AMMONIUM GERMICIDAL DETERGENT.** The following are the specifications for a liquid, quaternary ammonium compound of synthetic detergent and germicide compound designed for general cleaning and disinfecting in one (1) operation. The product shall:

(i) be a blend of synthetic organic detergents, inorganic alkaline builders, water-softening agents, and synthetic quaternary ammonium germicide;

(ii) not contain any soap, mercury compounds, phenols, free chlorine, peroxide, formaldehyde, or materials that release such compounds when diluted according to directions;

(iii) for the germicidal agent, be a quaternary ammonium compound;

(iv) be biodegradable;

(v) have a minimum phenol coefficient of 10.0 against Salmonella Typhosa and Staphylococcus Aureus;

(vi) kill Pseudomonas Aeruginosa at a 1:128 dilution and must be effective against both gram positive and gram negative organisms;

(vii) meet all other requirements of the specifications in water up to and including 750 ppm of hardness;

(viii) for a 1:128 dilution of the product, exhibit a cleaning efficiency of not less than eighty percent (80%);

(ix) in solution, provide adequate but not excessive suds; and

(x) have a container label that states that the product is approved by the United States Environmental Protection Agency (hereinafter referred to as "EPA") for use as a non-misting stream, bears the EPA registration number confirming that the product is EPA approved for use in federally inspected meat packing and poultry processing establishments, is acceptable for use in medical and non-medical facilities and bears a label that defines the contents, instructions for use, and any hazard warnings as prescribed by current Occupational

Safety and Health Administration (hereinafter referred to as "OSHA") regulations.

(g) **SPECIFICATION FOR STAINLESS STEEL CLEANER AND POLISH.** The following are the specifications for stainless steel cleaner and polish intended for use on stainless steel and other unpainted metal surfaces. The product shall:

(i) not cake or powder in crevices or corners and leave no residue on the surface after polishing;

(ii) have a pleasant, mild odor and leave no residual odor on the polished surface; and,

(iii) contain no acids, alkali, wax, or abrasive material.

(h) **SPECIFICATION FOR GLASS CLEANER.** The following are the specifications for liquid glass cleaner intended primarily for use on windows, mirrors, and other glass surfaces. The product shall:

(i) be a blend of synthetic organic detergents, alcohol, solvents, and germicidal components;

(ii) not contain any perfume, ammonia or inorganic alkalis; and

(iii) leave surfaces free from dust, grime, and ordinary soil material when properly applied.

(i) **SPECIFICATION FOR ACID-TYPE BOWL CLEANER.** The following are the specifications for liquid, ready to use acid-type bowl cleaner for de-scaling and disinfecting toilet bowls and urinals. The product shall:

(i) be a stable liquid and not lose effectiveness or otherwise deteriorate when stored in a closed container at room temperature for a period of one (1) year;

(ii) be sufficient to remove soil, rust, lime scale and uric encrustation as well as disinfect and deodorize under normal conditions;

(iii) not be detrimental to china and vitreous surfaces at full strength;

(iv) not be detrimental to glazed and ceramic tile or stainless steel;

(v) be non-fuming;

(vi) contain an inhibitor to prevent the discoloration and deterioration of metal surfaces; and

(vii) contain a stable organic synthetic detergent of the nonionic type, to increase the cleaning efficiency of the product.

(j) **SPECIFICATION FOR WATER EMULSION-TYPE CONCRETE AND TERRAZZO SEALER.** The following are the specifications for water emulsion-type concrete and terrazzo sealer, which is a water emulsion of polymers for use as a pre-coat on resilient floors, both porous and non-porous, and on non-resilient floors, such as concrete and terrazzo. The product shall:

(i) for nonvolatile total solids, not be less than 15.6%;

(ii) show no separation, gelling, creaming, or otherwise deteriorate in the container for a period of at least one (1) year;

(iii) meet or exceed the Chemical Specialties Manufacturers Association Bench Mark Standard for slip resistance as determined by American Society for Testing Materials (hereinafter referred to as "ASTM") D-2047-69A, or a comparable standard to that used by Underwriters Laboratory;

(iv) shall not be tacky, in dry film form, when tested four (4) hours after application;

(v) when applied to resilient or non-resilient floors, not show effects such as whitening, discoloration, or in any way be injurious to the floor surface;

(vi) not be affected by twenty-four (24) hours contact with water;

(vii) be completely removable using a nylon abrasive pad and a good floor finish remover; and

(viii) have a clean smelling scent with no objectionable odors.

(k) **SPECIFICATION FOR DRY FOAM CARPET SHAMPOO CONCENTRATE.** The following are the specifications for dry foam type carpet shampoo containing synthetic organic detergents, specially formulated solvents and brighteners. The product shall:

(i) be all synthetic, odorless in use, and not contain soap, acids, or harsh abrasives;

(ii) be suitable for use on all fibers including acrylics, nylon, polyester, rayon, cotton, and wool;

(iii) not produce objectionable fumes in use, leave lingering odors or tacky residues;

(iv) be clear and stable and be equally effective in hard or soft water;

(v) have a pH above 8.0;

(vi) contain a blend of synthetic organic detergents, solvents, sequestering agents and foam stabilizers; and

(vii) perform satisfactorily in the various carpet dry shampoo machines when diluted as per label directions.

(l) **SPECIFICATION FOR METAL-LINK POLYMER FLOOR FINISH.** The following are the specifications for self-polishing, slip resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed or finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo and cement surfaces. The product is to be used without dilution. Acid sensitive emulsions are excluded. The product shall:

(i) consist of all synthetic components and contain no natural waxes;

(ii) contain a minimum of fifteen percent (15%) nonvolatile material;

(iii) consist of polyacrylic and polyethylene components, polymers shall be metal-linked to provide excellent detergent resistance;

(iv) be safe for use on all kinds of floors including asphalt, vinyl, linoleum, terrazzo, marble, sealed wood, cork, rubber, and other composition tile surfaces;

(v) produce a colorless, non-slip, water resistant coating having a very high gloss;

(vi) be re-coatable within thirty (30) minutes after prior coat has dried, second coat shall not whiten nor lift the first coat and it shall produce enhanced gloss;

(vii) resist scuffing, powdering and scratching under traffic to a satisfactory degree and shall respond to buffing;

(viii) resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss, but be readily removable by industrial and institutional wax strippers, removability properties may be tested in accordance with ASTM D-1792-66;

(ix) not be acid sensitive and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices;

(x) be non-yellowing on the floor;

(xi) be completely waterproof within twelve (12) hours after application; and

(xii) be free from objectionable odor and must not develop an offensive odor upon storage in the original, unopened container.

1.12. **MINIMUM OF EQUIPMENT, TOOLS, CHEMICALS AND SUPPLIES.** For routine and daily work:

(a) Contractor shall ensure, prior to the beginning of each work shift, that each custodial closet, custodial cart, and custodial employee is provided with the equipment, tools, chemicals, and supplies necessary to complete their assigned daily tasks.

(b) Contractor shall provide each custodial employee who is performing services in areas with non-carpeted floors, at a minimum, the following equipment and supplies:

(i) mop head and handle, standard or microfiber including adequate number of pads;

(ii) mop bucket/cart with wringer or bucket/cart appropriate for microfiber materials;

(iii) plastic dustpan;

(iv) 24" treated dust mop or 48" treated dust mop to be used in large corridors and open areas;

(v) push broom, if needed for rough or unsealed concrete floors;

(vi) deck brush with handle, only required for rough or unsealed floors;

(vii) spray bottle of spray-buff solution made from water and floor finish, only required for custodial employees who perform spray-buffing;

(viii) small straight broom;

(ix) can of aerosol fluorocarbon for removal of gum; and

(x) two (2) "Caution - Wet Floor" signs.

(c) Contractor shall provide each custodial employee who is performing services in restrooms, showers or locker rooms, at a minimum, the following equipment and supplies:

(i) glass cleaner;

(ii) bowl brush;

(iii) bowl cleaner and germicidal detergent concentrate;

(iv) push broom;

(v) mop head and handle, standard or microfiber including adequate number of pads;

(vi) mop bucket/cart with wringer or bucket/cart appropriate for microfiber materials;

(vii) metal polish and cleaner;

(viii) two (2) "Caution - Wet Floor" signs;

(ix) rubber gloves; and

(x) graffiti remover.

1.13. **REQUIRED MAJOR EQUIPMENT FOR ROUTINE WORK.** The following minimum list of equipment is necessary to complete the stated objectives for each facility and Contractor must provide sufficient quantities of the equipment for the performance of these services:

(i) rolling containersfor trash/recycle removal;

(ii) high speed floor machine/or dual-speed scrubber/buffer;

(iii) wet/dry tank vacuum;

(iv) upright carpet vacuum and/or backpack;

(v) shelf-type custodial cart; and

(vi) small pump-up sprayer.

1.14. **CLEANING RULES.** The following rules shall apply to all Contractor employees performing services under this Contract.

(a) **OCCUPIED AREAS.** Areas occupied by State employees shall be bypassed only if requested by the State employee(s), otherwise the area shall be cleaned. If an area is vacated prior to Contractor's custodial employees' departure from the area/floor, custodians shall return and perform the required services. Areas not cleaned due to occupancy shall be reported no later than 8:00 a.m. the following morning by the Job Manager or designee, to the TFC property manager for the relevant building. Contractors may complete a "Do Not Service" form or a Floor Checklist to document these instances or requests. Forms should be left with, or sent to, the TFC Property Manager.

(b) **ENTRANCES AND DOORWAYS.** All work assignments which include entrances and doorways shall include thresholds and door frames extending one foot into the adjacent area/buildings, if buildings are connected to other buildings not serviced by Contractor.

(c) **STORAGE SPACE.** Contractor shall store required supplies, materials, and equipment in storage areas and custodial closets designated by TFC. Contractor shall keep these areas neat, clean and locked at all times and comply with applicable safety and fire regulations. Space in TFC's facilities furnished to Contractor, subject to the approval of the Contract Administrator, for storage, supply, or janitorial closet space must be locked, cleaned and maintained by Contractor.

(d) **UNIFORMS.** Contractor's custodial employees shall wear uniforms. Uniforms may be company t-shirts, smocks, or other approved apparel, must be all of one uniform consistent color or design, and must be approved by the Contract Administrator. Contractor's custodial employees shall wear clean, presentable pants (no shorts). Job Managers and Supervisors, may wear a distinguishing style of uniform, but must maintain a company consistent color, design or logo to aid in identification.

(e) **GRATUITIES.** Contractor shall instruct all personnel that no gratuities shall be solicited or accepted for any reason whatsoever from the employees of TFC, other State employees that work in the buildings listed in Exhibit A – Building List, or from any other person on TFC property.

(f) **VISITORS.** No visitors shall be allowed in any State building, beyond the areas open to members of the public, including spouses or children of Contractor's employees, unless they are bona fide employees of Contractor.

(g) **INTOXICANTS AND ILLEGAL DRUGS.** Intoxicants or illegal drugs shall not be brought onto State property. The use of any kind of intoxicants or illegal drugs while on duty by Contractor's employees may result in termination of the Contract by TFC.

(h) **USE OF STATE EQUIPMENT.** Contractor and Contractor's employees shall not use State equipment including, but not limited to, computers, telephones, facsimile machines, copiers, printers, calculators, or typewriters, except for phone use in cases of emergency or to respond to work requests from TFC or the occupying State agency of the building to which they are assigned. Misuse of this equipment may result in termination of the Contract.

(i) **SOLICITING.** Soliciting is prohibited on TFC premises. Contractor shall inform its employees of this policy prior to commencing services under the Contract.

(j) **NEEDED REPAIRS OR DAMAGES.** The Job Manager, shall promptly notify the Contract Administrator for the relevant building, of needed repairs and/or damages to fixtures, buildings, and appurtenances. Any item of a critical, priority, or emergency nature shall be reported to the Contract Administrator immediately upon discovery.

(k) **PERSONNEL.** Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to TFC. The Job Manager assigned to perform services under this Contract may not be reassigned, or a replacement Job Manager shall not be re-assigned to this Contract without the prior written notification to and approval from the Contract Administrator

(l) **LIGHTS.** Custodial employees shall turn off all lights in office suites, and interior office spaces, upon departing from the space at the end of the workday, if the area is unoccupied.

1.15. **INSPECTIONS.** After transition of incoming Contractors to new facilities, typically thirty (30) days after Contract award, TFC will begin conducting randomly scheduled on-site formal inspections, without notification. On-site inspections may occur before this time, but will be used as a corrective measure.

(a) **ACCEPTABILITY OF WORK.** The Contract Administrator shall determine the acceptability of all services performed under this Contract. Definition of terms and standards set forth in this Contract will be used in evaluating services. If discrepancies are noted, and conditions are not acceptable, Contractor shall review and correct all problem areas immediately. Failure to maintain an acceptable level of service may result in the assessment of actual damages, removal of one or more buildings from the Contract and/or termination of the Contract. Actual damages shall be determined by TFC and will reflect the cost to TFC to provide, or cause to be provided, any task that was not provided by Contractor or was not provided at the adequate level of service required pursuant to the Contract. If TFC elects to assess actual damages, the amount of such actual damages may be withheld by TFC from monthly compensation that would otherwise be due to Contractor under Section 3.01 of this Contract for the first monthly maintenance charges invoiced by Contractor subsequent to TFC's election to assess such damages.

(b) **INFORMAL INSPECTION.** At any time during the term of this Contract, TFC staff may perform a walk-through informal inspection. If unsatisfactory results are noted, the Contract Administrator will notify in writing or by work order, a copy of the list of deficiencies to Contractor who must take prompt action to: (i) correct the noted deficiencies within forty-eight (48) hours, and (ii) provide to Contract Administrator written documentation of the actions taken.

(c) **MONTHLY FORMAL INSPECTION.** At least once per month, the Contract Administrator or TFC inspector will conduct a formal walk-through inspection. Contractor may accompany TFC personnel during this inspection, if desired. If repeat deficiencies are found and not corrected immediately, informal corrective action will be requested of Contractor. Informal corrective action is defined as a verbal request or warning to Contractor to take appropriate correction action. Repeat deficiencies and/or cited violations may lead to a formal corrective action plan as further defined in Section 2.04 that may include, but is not limited to, withholding of a portion of the payment otherwise due to Contractor under this Contract, and/or termination of the Contract.

1.16. **KEYS FOR STATE BUILDINGS.** (a) TFC will provide Contractor with keys for the buildings listed in Exhibit A – Building List. Contractor shall not make, or allow to be made, duplicate copies of the keys issued pursuant to this Contract. If Contractor needs additional keys beyond the number of keys provided by TFC, Contractor must request keys in writing and state why additional keys are necessary. All keys remain the property of TFC, at all times, and shall be surrendered immediately to the Contract Administrator upon request. An audit by the Contract Administrator of the key inventory may be made at any time. For any lost keys, Contractor shall be responsible for the cost of re-keying any and all locks and keysets throughout the affected facility. If TFC determines that Contractor has made additional keys, or allowed additional keys to be made, or Contractor cannot account for the number of keys issued by TFC to Contractor, TFC may immediately terminate the Contract and assess actual damages for the cost of re-keying the affected facility.

(b) A lock box will be provided by TFC and stored in a designated custodial closet or other designated location to securely store the keys to be used by Contractor All keys shall remain in the building at all times. If during the term of this Contract, TFC changes locks on the building(s) for reasons other than the fault of the Contractor, TFC will provide Contractor with

new keys.

1.17. **SECURITY AND IDENTIFICATION.** Contractor shall abide by all procedures and rules as conveyed by Contract Administrator regarding security requirements of the buildings where services are to be performed. A complete list of all of the Contractor's personnel or subcontracted personnel, including drivers' license numbers and/or Social Security numbers, shall be provided to the Contract Administrator upon execution of the Contract and prior to any services being performed The same information must be provided for new employees of Contractor prior to services being performed by such employee under this Contract. Contractor's approved employees and subcontractors will be screened and issued badges by the TFC and/or Texas Department of Public Safety (hereinafter referred to as "DPS") which badges must be visibly and prominently displayed at all times during the performance of services under this Contract.

1.18. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to Contractor when performing the services required under this Contract.

(a) **CONTRACTOR ACCESS.** Access routes, entrance gates or doors, parking, storage areas, and other necessary Contractor access, along with any imposed time limitations, shall be designated by the Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Contract Administrator for access by Contractor. Contractor employees may be issued parking permits, depending upon specific facility requirements. Such employees shall be subject to screening by DPS in order to receive these credentials.

(b) **EXISTING UTILITIES AND STRUCTURES**. Contractor shall adequately protect TFC's property, adjacent property, and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Contract Administrator and subsequently repair and/or restore all services to the satisfactory approval of the Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of the Contract Administrator, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on TFC's property.

(c) **HOLIDAYS.** The holidays observed by TFC are listed on Exhibit E – State of Texas – Holiday Schedule. Except during regular or special sessions of the Legislature of the State of Texas, TFC does not specifically require Contractor to work on these holidays but does require Contractor to fulfill the requirements of the Contract. During regular or special sessions of the Legislature of the State of Texas, Contractor is required to provide services to the standards provided for in this Contract on any day that State workers are present in the facilities affected by this Contract. If this requires Contractor to work on holidays or Skeleton Crew days observed by TFC or Contractor, then Contractor shall fulfill obligations required under this Contract at no additional expense to TFC.

(d) **BUSINESS OFFICE.** Contractor shall have a local physical office with local telephone service. Contractor shall advise TFC of all current phone numbers. The use of a recording or answering device, or an answering service, is not acceptable except for after Regular Business Hours. Contractor shall provide the Contract Administrator an emergency twenty-four (24) hour response number to allow immediate contact of the authorized Job Manager. TFC may provide office and storage space, at no expense to Contractor, subject to availability and as reasonably necessary, for the performance of Contractor's duties under this Contract. If Contractor is provided office space in a State-owned facility, it may only be accessed by Contractor personnel that have been screened and provided a badge by DPS or TFC.

(e) **SMOKING**. All TFC facilities where work is to be performed are nonsmoking buildings. Contractor's employees are prohibited from smoking in all areas except in areas designated for smoking.

(f) **EXAMINATION OF PREMISES**. Contractor shall be held to have examined all properties at which the services will take place and to be familiar with the conditions under which the services will be accomplished. Contractor shall inspect existing conditions prior to commencing services, including elements subject to damage or movement during any project.

(g) **CONTAINERS.** No fuels, chemicals or other type of hazardous material shall be stored on any TFC property. All fuels and other chemicals shall be stored in an OSHA approved container.

(h) **CONTRACTOR COOPERATION.** Contractor agrees to cooperate and coordinate its services with that of other contractors retained by TFC. Upon discovery of an apparent conflict in the sequencing of work with another contractor, Contractor shall report the concern to Contract Administrator who will resolve the conflict.

II. TERM.

2.01. **CONTRACT AWARD.** (a) This Contract shall be effective as of September 1, 2015 and shall expire on August 31, 2017, unless extended by the parties by amendment to this Contract or terminated earlier, as provided in Section 2.02 below. This Contract may be renewed for one (1) additional two (2) year period, provided that renewal is executed by written amendment to this Contract prior to expiration of the current Contract term. Any renewals shall be at the same terms and conditions, plus any approved changes.

(b) Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

2.02. **TERMINATION.** (a) Termination with Default. TFC may terminate this Contract immediately for default by providing written notice to Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to TFC, including but not limited to, the cost

to re-solicit this Contract and any consequential damages to the State of Texas or TFC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

(b) Termination without Default. TFC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (hereinafter referred to as "Notice of Termination") to Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by TFC under this subsection, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02(c).

(c) Implementation of Termination. Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary as determined by Contract Administrator to preserve the work in progress and to protect materials, properties, and equipment. In the event of termination by TFC, TFC shall pay Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work in accordance with the prices included in the scope of work.

(d) Termination by Contractor. Contractor may terminate the Contract upon providing sixty (60) days written notice to TFC. In the event of termination by Contractor, Contractor shall be governed by the terms and conditions of this Contract, and shall perform the acts outlined in Section 2.02(c). Contractor will be held responsible for additional cost incurred by TFC from the termination of this Contract.

2.03. **UNSATISFACTORY PERFORMANCE.** (a) If Contractor fails to maintain an acceptable level of service, or if in the judgment of the Contract Administrator, Contractor's methods are not adequate to ensure completion of all required services per the allotted schedules, the Contract Administrator may direct Contractor, at no additional cost to TFC, to revise work schedules or manpower/man-hours to ensure completion of the services. Failure to perform any of the obligations in this Contract shall be considered nonperformance of services and may result in informal corrective actions, formal corrective action plans, withholding of payment, removal of a building(s) and/or termination of this Contract.

(b) Without limitation on the foregoing, TFC may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination includes, but is not limited to the following:

(i) excessive turnover in management or supervisory staff causing recurring instances in which a building lead, supervisor, or Job Manager, fails to consistently provide required building supervision;

(ii) repeated failure to adequately staff buildings as needed to cover for vacancies in custodial staff ;

(iii) excessive work order/complaints reflecting failure to adequately train

custodial employees in required or otherwise appropriate cleaning procedures;

(iv) receipt of more than five (5) negative customer surveys per month;

(v) failure to resolve no less than ninety percent (90%) of customer or tenant complaints within twenty-four (24) hours following receipt of the complaint;.

(vi) repeated poor or unacceptable performance of work; theft, abusive language or behavior, or improper attire on behalf of Contractor's employees;

(vii) failure to maintain the minimum required equipment and tools, as required pursuant to this Contract, in clean and good operating condition;

(viii) failure to provide the minimum required equipment, tools, supplies, materials, and chemicals to custodial employees as set forth in this Contract;

(ix) failure to produce all required reports to TFC or the Contract Administrator, as required; and

(x) failure to correct any deficiency forwarded by the Contract Administrator within forty eight (48) hours.

2.04. **CORRECTIVE ACTION PLAN.** (a) If TFC discovers issues of unsatisfactory performance as set forth in Section 2.03 above that need to be corrected or accomplished, TFC may request a "Corrective Action Plan" from Contractor. Upon request from the Contract Administrator, Contractor shall deliver a Corrective Action Plan within ten (10) business days and it must be approved by the Contract Administrator. The Corrective Action Plan must address and correct all unsatisfactory performance within thirty (30) days of implementation. Failure to correct the unsatisfactory performance within the allotted time shall be grounds for termination. Failure to correct all identified elements of unsatisfactory performance included in the notice requesting the Corrective Action Plan within the time as set forth in this paragraph, shall entitle TFC to avail itself of one or more of the following remedies at TFC's sole discretion:

(i) TFC's removal of one or more facilities, services, or group of services, from the scope of this Contract; or

(ii) TFC's termination of this Contract, immediately without notice to Contractor, or otherwise with such notice as TFC elects to provide.

(b) If Contractor is required to deliver and perform more than one (1) Corrective Action Plan within any period of twelve (12) continuous months during the term of this Contract, and regardless of whether or not Contractor successfully completes such Correction Action Plans, TFC may consider such conduct to amount to Contractor's continuing material nonperformance of services under this Contract. In such an event, TFC shall be entitled to avail itself of one or more of the following remedies at TFC's sole discretion:

(i) TFC's removal of one or more facilities from the scope of this Contract;

(ii) TFC's imposition of liquidated damages on Contractor in an amount equal to ten percent (10%) of Contractor's revenue hereunder from the date TFC first notified Contractor of the need for the initial Correction Action Plan until the date on which Contractor is required to complete its most recently required Corrective Action Plan; and/or

(iii) TFC's termination of this Contract, immediately without notice to Contractor, or otherwise with such notice as TFC elects to provide, in its sole discretion.

2.05. **NO LIABILITY UPON TERMINATION.** If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.

III. CONSIDERATION.

3.01. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of Two Million Fifty Six Thousand Five Hundred Sixty and No/100 Dollars ($2,056,560.00). This amount includes the Fiscal Year 2016 – 2017 Contract base fee of Two Million Twenty Six Thousand Five Hundred Sixty and No/100 Dollars ($2,026,560.00) and Thirty Thousand and No/100 Dollars ($30,000.00) to cover any Additional Services, as defined in Section 3.03 below. Pricing fees shall be invoiced in accordance with Exhibit D - Compensation and Fees. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit D - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

(b) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by the Contract to customers other than TFC, the prices charged to TFC for such articles or services shall also be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than TFC. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to TFC complete information regarding the reduction.

(c) If square footage is added or removed from the Contract, pricing for such increase or decrease shall be adjusted based upon a calculated average cost per square foot of the Contract cost for that building. Determination of cleanable square footages shall be done via TFC space audits, which utilize current CAD drawings and building statistics.

3.02. **PAYMENTS TO CONTRACTOR.** (a) Payments to Contractor will be made within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by TFC. Contractor will be paid for completion of work accepted and approved by the Contract Administrator. For large projects, partial payment may be allowed once per month on completed work with acceptance and approval of the Contract Administrator.

(b) Contractor shall invoice TFC for work performed by vendor identification number, building, Delivery Release number, if applicable, and purchase order number. Invoices must include the purchase order number, the building name, month or date of service and, square

footage and cost. Address for submission is: Texas Facilities Commission, Accounts Payable Department, P.O. Box 13047, Austin, Texas 78711-3047 or accounts.payable@tfc.state.tx.us.

3.03. **ADDITIONAL SERVICES AND ADJUSTMENTS.** (a) "Additional Services" are those services not included in Article I of this Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at the rates set forth in Exhibit D – Compensation and Fees and shall be documented by a Delivery Release, as defined in Section 1.06 above.

(b) At any time, TFC may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. Adjustments shall be in accordance with the unit prices quoted in Exhibit D – Compensation and Fees and shall be documented by written amendment to this Contract.

IV. CONTRACTOR PERSONNEL.

4.01. **REQUIRED QUALIFICATIONS.** At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the necessary qualified personnel, organization and facility to properly fulfill all the terms and conditions of this Contract. All employees of Contractor shall be no less than seventeen (17) years of age with a minimum of at least one (1) year of full-time experience in the type of work to be performed.

4.02. **REQUIRED PERSONNEL**. Contractor is required to supply an adequate number of properly trained personnel, to fulfill all Contractor obligations under this contract. Personnel shall be able to communicate with TFC personnel and building employees in English at the minimum level necessary to understand routine custodial requests and provide appropriate responses. Any personnel who do not utilize English as a primary language should be trained to respond to requests with how to contact their supervisor. Contractor shall keep on file and furnish to the Contract Administrator, upon request, a routine work organizational chart and a separate projects organizational chart. Organizational charts shall be updated as needed or requested. The organizational charts shall show assigned work areas of each employee by name, position and shift hours. Contractor shall assign qualified personnel to fill the following roles for work performed under this Contract.

(a) **JOB MANAGER**. Contractor shall provide a "Job Manager", who shall be acceptable to TFC and named prior to any performance of services under this Contract. The Job Manager shall be the person who has the authority to act on behalf of Contractor, at all times, to carry out the provisions of this Contract. The Job Manager must be knowledgeable and well versed in all aspects of the Contract and its specifications and shall personally inspect the custodial tasks and results of custodial employees in all areas to ensure that uniform first class workmanship is continually maintained and that all tasks required under this Contract are being performed. The Job Manager is required to be on-site within two (2) hours of notification from TFC. The Job Manager shall be responsible for first-line management of all Contractor custodial employees if the Job Manager's responsibilities are limited to one facility where the Job Manager acts as Supervisor and remains on site at the same facility until the daily contractual requirements are fulfilled. Contractor shall provide the Contract Administrator the telephone number and/or pager number of the Job Manager for contact in case of emergencies. When

requested by the Contract Administrator, the Job Manager shall conduct inspections of the facilities together with the Contract Administrator and, within twenty-four (24) hours of the inspection, provide a written report to the Contract Administrator, in a format approved by TFC. TFC reserves the right to change the frequency of the inspections as it deems necessary. Job Manager must be able to communicate fluently in English.

(b) **SUPERVISOR.** A "Supervisor" shall be the person who has the authority to supervise Contractor's employees to ensure compliance with the specifications and provisions of this Contract. Supervisors shall be under the direct supervision of the Job Manager. Supervisors are allowed to perform custodial duties; however their main job duties shall be to personally inspect the custodial tasks and results of custodial employees in all areas to ensure the uniform first class workmanship is continually maintained. Supervisors shall remain at the facility to which they are assigned to supervise Team Leaders, as defined below, and other employees until the daily contractual requirements of that assigned facility are fulfilled, at which time they are released to other facilities, if applicable. Supervisors cannot be responsible for more than two (2) facilities at a time and four (4) team leaders plus fourteen (14) custodial employees. Supervisors shall be present at one of the two facilities at all times that custodial employees are working . All Supervisors must be able to communicate fluently in English.

(c) **TEAM LEADER.** A "Team Leader" shall be the person under the supervision of a Supervisor or Job Manager, if acting as a Supervisor, and has authority to supervise not more than six (6) custodial employees to carry out the specifications and provisions of this Contract. Team Leaders shall personally inspect the custodial tasks and results of the custodial employees to ensure that uniform first class workmanship is continually maintained and that the custodial employees are complying with all aspects of the Contract. Team Leaders must remain at the facility to which they are assigned, at all times, and continually supervise the custodial employees assigned to them.

(d) **DAY PORTER/MAID.** A "Day Porter or Day Maid" shall be the person(s) under the supervision of a Supervisor or Job Manager. A Day Porter or Day Maid is a custodial employee who in addition to performing daily tasks identified under this Contract shall also be responsible for responding to work orders that may arise daily.

(e) **CUSTODIAL EMPLOYEES.** Custodial employees are employees, assigned to perform individual custodial tasks, with no supervisory responsibilities. Custodial employees who are assigned in areas which will likely directly interface with tenant staff shall be able to understand and communicate in English at a basic level. No specific number of custodial employees are assigned per building, or mandated by this contract, but Contractor is required to have enough custodial staff to complete all services, correctly, on-time, and within expectations set forth in this Contract. Contractor is responsible for moving staff as needed to cover for vacancies, sick leave, vacations, etc. Repeated failure to provide sufficient employee staffing (See 4.05) to meet Contract requirements may result in TFC's determination that Contractor shall be required to create and execute a Corrective Action Plan, in accordance with the terms of Section 2.04 hereof.

4.03. **REMOVAL OF PERSONNEL.** TFC may request that Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied. In addition, TFC may request that Contractor remove any employee for cause, including but not limited to, poor or unacceptable

performance of work; theft, abusive language or behavior, or improper attire. Repeat occurrences of this type may be cause for termination of the Contract.

4.04. **GENERAL AND CRIMINAL BACKGROUND CHECKS.** (a) Contractor represents and warrants that Contractor and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TFC as to the facts and circumstances surrounding the conviction.

(b.) Contractor's employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Contractor. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site, and may be requested at any time thereafter. Criminal background checks must be accomplished by the Texas Department of Public Safety ("DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of Contractor's employees and/or subcontractors, DPS or TFC, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in Exhibit F - Criminal Background Checks and Application Guidelines, attached hereto and incorporated herein for all purposes.

4.05. **E-VERIFY.** (a.) By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of:

(i.) all persons employed to perform duties within the State of Texas, during the term of the Contract; and

(ii.) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

(b.) Contractor shall provide, upon request of TFC and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TFC, and at no fault to TFC, with no prior notification. Contractor shall also be responsible for the costs of any re-solicitation that TFC must undertake to replace the terminated Contract.

4.06. **ABSENTEEISM AND VACATION.** Contractor is responsible for moving staff as needed to cover for vacancies, sick leave, vacations, etc. Failure to provide sufficient employee staffing to meet Contract requirements may result in TFC's determination that Contractor shall be required to create and execute a Corrective Action Plan, in accordance with the terms of Section 2.04 of this Contract. Contractor shall provide any and all relief personnel or overtime personnel, as necessary, at no cost to TFC to ensure that the provisions of this Contract are performed.

4.07. **INDEPENDENT CONTRACTOR.** It is understood and agreed by TFC and Contractor that Contractor is retained as an independent contractor and in no event shall any employee hired by Contractor be considered an employee of TFC.

4.08. **TRAINING.** (a) Contractor shall have an ongoing training program to provide each employee used in the performance of work under this Contract with adequate training to perform the work competently as defined in the scope of work. Contractor must agree to modify the program if requested by TFC. The training program shall remain the sole and exclusive property of Contractor.

(b) The program shall include, at a minimum, training for each of the ten (10) training subjects shown below:

(i) orientation;

(ii) introduction to assignments;

(iii) chemicals;

(iv) tools and equipment;

(v) general procedures;

(vi) restroom cleaning;

(vii) common mistakes;

(viii) spray-buffing;

(ix) safety; and

(x) recycling, to be administered by TFC recycling staff annually.

(c) Contractor shall conduct an annual training for all employees on hazardous chemicals and provide signed documentation of such training by each employee.

(d) Contractor shall maintain a training record for each employee. The training record shall include, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the Contract Administrator upon written request. The Contract Administrator may, from time-to-time, monitor the conduct of such training classes. Each employee performing services under this Contract shall be adequately trained in the subjects listed above within the first two (2) weeks of the Contract start date. Employees hired during the term of this Contract shall be trained in the above subjects within two (2) weeks from their date of hire.

(e) Contractor shall provide all necessary equipment and supplies to conduct the training required under this Contract.

4.09. **DAILY SIGN-IN LOGS.** Contractor shall keep on file and make available upon verbal request, a daily custodial crew sign-in log, in a format approved by the Contract Administrator. Repeated failure to maintain an up-to-date sign-in log may result in TFC's determination that Contractor shall be required to create and execute a Corrective Action Plan, in accordance with the terms of Section 2.04 of this Contract.

4.10. **QUARTERLY EMPLOYEE REPORT.** Within five (5) working days of the end of each State fiscal year quarter, which is in November, February, May, and August, during the term of this Contract, Contractor shall provide to Contract Administrator, a report reflecting the names, badge access numbers and daily hours worked of Contractor employees employed as of the last working day of the State fiscal year quarter.

V. STATE FUNDING.

5.01. **STATE FUNDING.** (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of TEX. CONST. art. III, § 49. In compliance with TEX. CONST. art. VIII, § 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

(b) Furthermore, any damages due under this Contract should not exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach; **provided, however, the foregoing shall not be construed as a waiver of sovereign immunity.**

VI. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE.

6.01. **SUPPORTING DOCUMENTS, RETENTION; RIGHT TO AUDIT; INDEPENDENT AUDITS.** (a) Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TFC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

(b) Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's documents and records as requested. The acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the

authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

6.03. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is:

(i) confidential by law;

(ii) marked or designated "confidential" (or words to that effect) by TFC; or

(iii) information that Contractor is otherwise required to keep confidential by this Contract.

6.04. **PUBLIC RECORDS.** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TFC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. If contacted by TFC, Contractor shall cooperate with TFC in the production of documents responsive to the request. Contractor agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. Contractor may request that TFC seek an opinion from the Office of the Texas Attorney General. However, the final decision whether to seek a ruling from the Office of the Texas Attorney General will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Contractor shall notify TFC's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Contract and/or any amendment to this Contract. This Contract and/or any amendment to this Contract and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

6.05. **PUBLIC DISCLOSURE.** No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of TFC.

VII. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES.

7.01. **CONTRACTOR RESPONSIBILITIES.** (a) Contractor shall be responsible for damage to TFC's equipment, and the workplace and its contents by its works, its negligence in work, its

personnel, or its equipment by Contractor's staff or subcontractors. Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for TFC.

(b) Where property is damaged or stolen due to negligence or apparent negligence by Contractor's employees in the performance of their duties, Contractor shall be responsible for replacement or repair of said property. Continued incidents of theft or damaged property may result in the immediate termination of the Contract.

7.02. **PERFORMANCE STANDARDS.** All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and shall comply with all federal, state, and local laws, rules and regulations.

7.03. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS**. Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the OSHA, and all Texas health and safety standards.

7.04. **NO LITIGATION WARRANTY.** Contractor represents and warrants that it is not currently a party to any litigation or administrative proceeding, which, if decidedly adversely to Contractor, could reasonably have the potential to affect Contractor's ability to fully and completely perform all of its obligations under this Contract. Contractor agrees that in the event any action, event or circumstance occurs, that could be reasonably expected to adversely affect Contractor's ability to fully and timely perform all of its obligations under this Contract, Contractor shall provide written notice to TFC of such action, event or circumstance, and shall continue to update TFC in writing every thirty (30) days thereafter of the status of the action, event or circumstance, until otherwise directed by TFC.

VIII. INSURANCE, INDEMNIFICATION AND LEGAL OBLIGATIONS.

8.01. **INSURANCE.** Prior to the commencement of work under this Contract, Contractor agrees to carry and maintain insurance in the following types and amounts for the duration of this Contract, to furnish certificates of insurance, and make available, at no cost to TFC, copies of policy declaration pages and policy endorsements as evidence thereof

(a) Contractor shall obtain Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers' liability of $1,000,000.00 bodily injury per accident, $1,000,000.00 bodily injury disease policy limit and $1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(46). Certification in writing from Contractor and subcontractors shall be provided to TFC in accordance with Texas Labor Code, Section 406.096.

(b) Contractor shall obtain Commercial General Liability with a minimum combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate for bodily injury and for property damages, which coverage shall include products/completed operations,

where appropriate, at $1,000,000.00 per occurrence. The general aggregate limit shall apply on a per Project/Location basis. The policy shall contain the following provisions:

(i) blanket contractual liability coverage for liability assumed under the Contract;

(ii) independent contractors' coverage;

(iii) State of Texas, TFC, its officials, directors, employees, representatives and volunteers must be listed as additional insureds;

(iv) thirty (30) day Notice of Cancellation in favor of TFC; and

(v) a Waiver of Transfer Right of Recovery Against Others in favor of TFC.

(c) Contractor shall obtain Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000.00 per accident for bodily injury and property damage. Alternate acceptable limits are $250,000.00 bodily injury per person, $500,000.00 bodily injury per accident and at least $100,000.00 property damage liability per accident. The policy shall contain the following endorsements in favor of TFC:

(i) a Waiver of Subrogation endorsement;

(ii) a thirty (30) day Notice of Cancellation endorsement; and

(iii) an Additional Insured endorsement.

(d) Contractor shall obtain crime insurance to cover losses from employee dishonesty with a minimum limit of $100,000.00 per occurrence. Coverage must include third party property and the policy cannot include a conviction clause. TFC must be a loss payee.

8.02. **GENERAL REQUIREMENTS FOR INSURANCE.** (a) Contractor shall be responsible for deductibles and self-insured retention, if any, stated in policies. All deductibles or self-insured retention shall be disclosed on the certificate of insurance required above. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date.

(b) Contractor shall maintain coverage for the duration of this Contract. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Contract. Contractor shall, on at least an annual basis, provide TFC with an insurance certificate as evidence of such insurance. The premium for this extended reporting period shall be paid by Contractor.

(c) Contractor shall not commence work under this Contract until they have obtained the required insurance and until such insurance has been reviewed by TFC. Contractor shall not allow any subcontractors to commence work until the required insurance has been obtained and

approved. Approval of insurance by TFC shall not relieve or decrease the liability of Contractor hereunder.

(d) Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A.M. Best rating of A- or better.

(e) TFC shall be an additional insured as its interests may apply on the Commercial General Liability and Business Automobile Liability Policies.

(f) Contractor shall produce endorsements upon TFC's request to each affected policy:

(i) naming TFC, P.O. Box 13047, Austin, Texas 78711 as additional insured (except Workers' Compensation and Employers' Liability).

(ii) that obliging the insurance company to notify the Contract Administrator, TFC, P.O. Box 13047, Austin, Texas 78711, of any non-renewal, cancellations or material changes at least thirty (30) days prior to change or cancellation; and

(iii) stating that the "other" insurance clause shall not apply to the State where TFC is an additional insured shown on the policy. It is intended that policies required in this Contract, covering both TFC and Contractor, shall be considered primary coverage as applicable.

(g) TFC shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

(h) Contractor shall not cause any insurance required under this Contract to cancel nor permit any insurance to lapse during the term of this Contract.

(i) TFC reserves the right to review the insurance requirements of this section during the effective period of the Contract and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by TFC based upon changes in statutory law, court decisions or the claims history of the industry as well as Contractor, such adjustments shall be commercially available to Contractor.

(j) Contractor shall provide TFC thirty (30) days written notice of erosion of the aggregate limit.

(k) Actual losses not covered by insurance as required by this Contract shall be paid by Contractor.

(l) Contractor's insurance shall include a waiver of subrogation to TFC for the Workers' Compensation and Employers' Liability, Commercial General Liability, and Business Automobile Liability policies.

8.03. **INDEMNIFICATION.** **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS TFC AND THE STATE OF TEXAS, THEIR AGENTS AND EMPLOYEES, FROM ALL LIABILITY AND DAMAGES ACTIONS, CLAIMS, DEMANDS OR SUITS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT CAUSED BY ANY NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN AND FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER BOTH FEDERAL AND STATE WORKERS COMPENSATION LAWS, TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, CHAPTER 101), OR ANY OTHER SUCH LAWS. CONTRACTOR SHALL FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ALL DAMAGES OR INJURY TO PROPERTY OF ANY CHARACTER TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, OMISSION OR MISCONDUCT OF CONTRACTOR, CONTRACTOR'S AGENTS OR EMPLOYEES, IN THE MANNER OR METHOD OF EXECUTION OF THE SERVICES HEREIN TO BE PERFORMED; OR FROM FAILURE TO PROPERLY PERFORM THE SERVICES TO THE REQUIRED STANDARD STATED HEREIN; OR FROM DEFECTIVE WORK OR MATERIALS; OR FROM BREACH OF ANY REPRESENTATION OR WARRANTY HEREIN. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO TFC. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TFC AND/OR THE STATE OF TEXAS ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**

8.04. **LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

IX. CONTRACTOR GENERAL AFFIRMATIONS.

9.01. **FINANCIAL INTERESTS/GIFTS.** (a.) Pursuant to Texas Government Code Sections 572.051 and 2255.001 and Texas Penal Code Section 36.09, Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

Pursuant to Texas Government Code Chapter 573 and Section 2254.032, if applicable, Contractor certifies that Contractor knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in Contractor's company or corporation. Contractor further certifies that no partner, corporation, or unincorporated association which employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which Contractor will be dealing on behalf of TFC.

9.02. **PRIOR EMPLOYMENT.** Contractor certifies that Contractor shall comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees including "revolving door" provisions. Furthermore, Contractor certifies that if it employs any former employee of TFC, such employee will perform no work in connection with this Purchase Order during the twelve (12) month period immediately following the employee's last date of employment at TFC.

9.03. **ELIGIBILITY.** Pursuant to Texas Government Code Section 2155.004(b), Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9.04. **FAMILY CODE.** Pursuant to the requirements of Texas Family Code Section 231.006, regarding delinquent child support, the undersigned signatory certifies that the individual or business entity named in this Contract is not ineligible to receive payment under this Contract and, if applicable, Contractor has provided the name and Social Security number of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25% ownership of the business entity entering into this Contract prior to its execution. Contractor acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

9.05. **DEBTS OR DELINQUENCIES TO STATE.** Pursuant to Texas Government Code Section 403.055, Contractor understands and agrees that any payment due under this Contract may be applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support.

9.06. **BUY TEXAS.** If Contractor is authorized to make purchases under this Contract, Contractor certifies that Contractor will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to Texas Government Code Ch. 2155.

9.07. **EQUAL OPPORTUNITY.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article. Contractor shall include the above provisions in all subcontracts pertaining to the work.

9.08. **DECEPTIVE TRADE PRACTICE; UNFAIR BUSINESS PRACTICES.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under the Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an

administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

9.09. **AGENCY EXECUTIVE HEAD.** Under Texas Government Code Section 669.003 relating to contracting with an executive of a state agency, Contractor represents that no person who, in the past four (4) years, served as an executive of TFC or any other state agency, was involved with or has any interest in this Contract or any contract resulting from this Contractor. If Contractor employs or has used the services of a former executive head of TFC or any other state agency, then Contractor shall provide the following information : the name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Contractor, and the date of employment with Contractor.

9.10. **LIABILITY FOR TAXES.** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TFC shall not be liable for any taxes resulting from this Contract.

9.11. **NO CONFLICTS.** Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

9.12. **PROHIBITION ON CERTAIN BIDS AND CONTRACTS.** Under Texas Government Code, Section 2155.006, relating to the prohibition of certain bids and contracts, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Contractor represents and warrants that during the five (5) year period preceding the date of this Contract, Contractor has not been: (i) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Texas Utilities Code, Section 39.459, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Texas Utilities Code, Section 39.459, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

9.13. **IMMIGRATION REFORM.** The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by its contractors and subcontractors. Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employees, nor any employee of its subcontractor to perform any work on behalf of, or for the benefit of, TFC without first ensuring said employee's authorization to lawfully work in the United States.

9.14. **MINIMUM WAGE RATE REQUIREMENTS.** Notwithstanding any other provision of this Contract, Contractor hereby represents and warrants that the Contractor shall pay to each of its employees a wage not less than what is currently known as the "Federal Minimum Wage" and

any increase or amendments thereto. Furthermore, Contractor shall produce proof of compliance with this provision by Contractor to TFC. TFC shall withhold payments due to Contractor until Contractor has complied with this provision. Prior to any payment being made for work satisfactorily completed and accepted, Contractor shall submit Wage Rate Affidavits (on the Department's Standard Wage Rate Affidavit Form) with its billing documents affirming that all employees have been paid not less than the current "Federal Minimum Wage".

X. MISCELLANEOUS PROVISIONS.

10.01. **ASSIGNMENT AND SUBCONTRACTS.** (a) Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of TFC.

(b) Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all of the services to be performed. TFC shall approve all subcontractors. Subcontractors providing service under this Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for the service. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

(i) Contractors planning to subcontract all or a portion of the work to be performed under this Contract shall identify the proposed subcontractor on Exhibit G – HUB Subcontracting Plan, as further described in Section 10.02 below;

(ii) Subcontracting shall be at the Contractor's expense;

(iii) TFC retains the right to check any subcontractor's background and make the determination to approve or reject the use of submitted subcontractors; and

(iv) Contractor shall be the only contact for TFC and subcontractors. Contractor shall list a designated point of contact for all TFC and subcontractor inquiries.

10.02. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).** In accordance with State law, it is TFC's policy to assist HUBs, whether minority or women-owned, whenever possible, to participate in providing goods and services to the agency. TFC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Contractor's obligations with TFC. If Contractor subcontracts with others for some or all of the services to be performed under this Contract, Contractor shall comply with all HUB requirements pursuant to Texas Government Code, Chapter 2161 as described in Exhibit G – HUB Subcontracting Plan, attached hereto and incorporated herein for all purposes. In addition to information required by Section 10.01 above, Contractor shall provide TFC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder on Exhibit G-1 – HSP Progress Assessment Report, attached hereto and incorporated herein for all purposes. PARs shall be submitted monthly with each invoice and are a condition of payment.

10.03. **FEDERAL, STATE, AND LOCAL REQUIREMENTS.** Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and

standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

10.04. **PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS.** Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify TFC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without TFC's prior written approval. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

10.05. **ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS.**(a.) Effective September 1, 2006, all state agencies and institutions of higher education shall procure products which comply with the State of Texas accessibility requirements for electronic and information resources specified in Title 1 of the Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

(b.) If applicable, A/E shall provide the Texas Department of Information Resources (hereinafter referred to as "DIR") with the universal resource locator (hereinafter referred to as"URL") to its Voluntary Product Accessibility Template (hereinafter referred to as "VPAT") for reviewing compliance with the State of Texas Accessibility requirements, based on the federal standards established under Section 508 of the Rehabilitation Act, or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (*http://www.buyaccessible.gov*). A/Es not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at *http://www.section508.gov/.*

10.06. **RELATIONSHIP OF THE PARTIES.** Contractor is associated with TFC only for the purposes and to the extent specified in this Contract, and with respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor. Subject only to the terms of this Contract, Contractor shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TFC shall have no obligation with respect to:

(i) withholding of income taxes, FICA or any other taxes or fees;

(ii) industrial or workers compensation insurance coverage;

(iii) participation in any group insurance plans available to employees of the State of Texas;

(iv) participation or contributions by the State of Texas to the State Employees Retirement System;

(v) accumulation of vacation leave or sick leave; or

(vi) unemployment compensation coverage provided by the State.

10.07. **DRUG FREE WORK PLACE.** Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and A/E, A/E's employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.08. **COMPLIANCE WITH OTHER LAWS.** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.

10.09. **NOTICES.** Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to TFC or Contractor, as the case may be, at the address set forth below:

For TFC:
Texas Facilities Commission
1711 San Jacinto Blvd., Room 400
Austin, TX 78701
Attention: Legal Services Division
Phone: (512) 463-3446
Fax: (512) 236-6171

For Contractor: American Facility Services
1325 Union Hill Industrial Court, Suit A
Alpharetta, GA 30004
Attn: Kevin McCann
Phone: (770) 740-1613
Email: kmcann@amfacility.com

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided. Notice is required for any physical change of address by either party.

10.10. **NAME AND ORGANIZATIONAL CHANGES.** (a.) Contractor must provide TFC with written notification of all name changes and organizational changes relating to Contractor including, but not limited to, merger, acquisition or sale no later than ten (10) business days of such change. Contractor, in its notice, shall describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform under the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for Contractor, Contractor shall identify the new personnel and provide resumes to TFC, if resumes were originally required by the solicitation. TFC may request other information about the change and its impact on the Contract and Contractor shall supply the requested information within five (5) working days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Contractor or successor entity, as applicable, to maintain its status as a party to this Contract.

TFC may terminate the Contract due to any change to Contractor that materially alters Contractor's ability to perform under the Contract.

10.11. **GOVERNING LAW AND VENUE.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by TFC.**

10.12. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

10.13. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

10.14. **FORCE MAJEURE.** Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure", including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, TFC may terminate this Contract immediately upon written notification to Contractor.

10.15. **LABOR ACTIVITY.** If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at TFC's facility, which results in the curtailment or discontinuation of services performed herein, TFC shall have the right during said period to employ any means legally permissible to have the work performed.

10.16. **DISPUTE RESOLUTION.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the parties to attempt to resolve all disputes arising under this Contract.

10.17. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

10.18. **NO WAIVER**. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Texas. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TFC does not waive any privileges, rights, defenses, or immunities available to TFC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

10.19. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.

10.20. **SURVIVAL OF TERMS.** Termination of the Purchase Order for any reason shall not release Vendor from any liability of obligation set forth in the Purchase Order that is expressly

stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution and invoice and verification.

10.21. **ENTIRE CONTRACT & MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

TEXAS FACILITIES COMMISSION

Sign: _____

Harvey Hilderbran

Executive Director

Date: 8/6/15

___ Dir.

___ D.F.D.

___ G.C.

AMERICAN FACILITY SERVICES

Sign: _____

Name: Kevin McCann

Title: President

Date: 8/3/2015

EXHIBIT A

TFC CONTRACT NO. 16-009-000

BUILDING LIST

EXHIBIT A
Building List

Building	**"The Courts" - Price Daniels, Thomas C. Clark, Supreme Court Bldg. (PDB, TCC, SCB)**
Address	201,205,209 W. 14th St. (3 Bldgs)
Property Mgr.	Veronica Garcia

Building Data	
Total CLEANABLE Square Feet	262,331
Tenant Staff Population	600 combined
Total Visitors/Month (Estimated)	600
Total Number of Floors	17 combined
Estimate Percentage ***Carpeting***	80%
Total Number of Restrooms	69 combined
Hand Towel Dispenser Type	Multi-fold
Toilet Tissue Dispenser Type	Small Roll

ESTIMATED Supply Usage / (Cases per month) [from previous contractors]				
Hand Towels	44	Lg Can Liners	19	
Toilet Tissue	230	Sm Can Liners	19	

Crew Size / ESTIMATED Manhours [from previous contractors]			
Day Crew Size	2 x 8 hrs		
Day Crew - Total Manhours	16 mh		
Night Crew Size	1x8hr, 9x5hr		
Night Crew- Total Manhours	53 mh		

Scope of Work Information
1. High Profile, Elected Officials/Legislators. Extended Hours during Legislative Sessions.
2. Do not clean 3rd and 4th floor of TCC
3. 8th Floor PDB – High Security - Tx OAG Staff.

Notes:
A. Number of People Per Floor (Avg/Est): SCB:100 tot/ TCC:B-1:20; 2-7:30/ PDB: g-3:30; 4-8:65
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): SCB:4/ TCC:4/ PDB:5
C. Lobby Floor Surface: SCB:Carpet/ TCC:Carpet/ PDB:Tile & Granite
D. Upper Hallway Floor Surfaces: All: Carpet
E. Number of Break Rooms Per Bldg: SCB:4/ TCC:7/ PDB:11

Security Requirements:
High Security Buildings

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**William P. Clements (WPC)**				
Address	300 W. 15th Street				
Property Mgr.	Veronica Garcia				
Building Data					
Total CLEANABLE Square Feet	433,886				
Tenant Staff Population	1400				
Total Visitors/Month (Estimated)	1500				
Total Number of Floors	15				
Estimate Percentage ***Carpeting***	80%				
Total Number of Restrooms	30				
Hand Towel Dispenser Type	Multi-Fold				
Toilet Tissue Dispenser Type	Small Roll				
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	109	Lg Can Liners	14		
Toilet Tissue	30	Sm Can Liners	14		
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		2 x 8 hrs			
Day Crew - Total Manhours		16 mh			
Night Crew Size		15			
Night Crew- Total Manhours		80 mh			
Scope of Work Information					
1. WPC scope does include **Cafeteria** Dining Area Daily Cleaning – as per Contract Specs.					
2. Texas Historic Commission (office by salon) on Lavaca St. included.					
Notes:					
A. Number of People Per Floor (Average/Estimated): 30-149 (90-100 Avg)					
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 6-7					
C. Lobby Floor Surface: Marble/Terrazzo					
D. Upper Hallway Floor Surfaces: 90% Carpet					
E. Number of Break Rooms Per Bldg: 30 (2 per floor/15 floors)					
Security Requirements:					
* Custodial Crew logs in nightly with Security.					
* Mag Card Access on some floors. Mag Cards & Keys must be signed out nightly.					

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet				
Building	**Sam Houston Bldg (SHB)**			
Address	201 E. 14th Street			
Property Mgr.	John Saad			
Building Data				
Total CLEANABLE Square Feet	103,182			
Tenant Staff Population	250 (See Note 4)			
Total Visitors/Month (Estimated)	100 (See Note 1,4)			
Total Number of Floors	11			
Estimate Percentage Carpeting	75			
Total Number of Restrooms	24			
Hand Towel Dispenser Type	Multi-gold			
Toilet Tissue Dispenser Type	Small Roll			
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]				
Hand Towels	37 tri fold	Lg Can Liners	8	
Toilet Tissue	9- sm	Sm Can Liners	8	
Crew Size / ESTIMATED Manhours [from previous contractors]				
Day Crew Size		1 x 8 hrs		
Day Crew - Total Manhours		8 mh		
Night Crew Size		1x8hr, 7x5hr		
Night Crew- Total Manhours		43 mh		
Scope of Work Information				
1. High Profile, Elected Officials/Legislators. Extended Hours during Legislative Sessions.				
2. Basement Hallway to Capitol Extension - ends at Double Doors.				
3. DIR (Rooms 140 & 120)- Day clean only				
Notes:				
4. During Session 350 Tenants, possible 500 visitors per month				
5. 7th and 8th floors not fully included in cleanable sqft. (Scope includes cleaning just common areas, hallways, and bathrooms.)				
6. Senate's Day Porters clean 10,000 sq ft. (not included in cleanable sqft).				
A. Number of People Per Floor (Average/Estimated): 25				
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 4				
C. Lobby Floor Surface: Terrazzo				
D. Upper Hallway Floor Surfaces: Carpet				
E. Number of Break Rooms Per Bldg: 10				
Security Requirements:				
Mag Cards used on some doors.				
Security until 10pm, Crew logs in with Security				

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**DeZavala Library & Archives (ARC)**				
Address	1200 Brazos				
Property Mgr.	Veronica Garcia				
Building Data					
Total CLEANABLE Square Feet	**101,473**				
Tenant Staff Population	125				
Total Visitors/Month (Estimated)	500				
Total Number of Floors	5				
Estimate Percentage Carpeting	40%				
Total Number of Restrooms	10				
Hand Towel Dispenser Type	Multi-fold				
Toilet Tissue Dispenser Type	Small roll				

ESTIMATED Supply Usage / (Cases per month) [from previous contractors]				
Hand Towels	22	Lg Can Liners	4	
Toilet Tissue	6	Sm Can Liners	4	

Crew Size / ESTIMATED Manhours [from previous contractors]			
Day Crew Size	1 x 8hrs		
Day Crew - Total Manhours	8 mh		
Night Crew Size	4 x4hrs		
Night Crew- Total Manhours	16 mh		

Scope of Work Information

1. Recent complete renovation.

Notes:

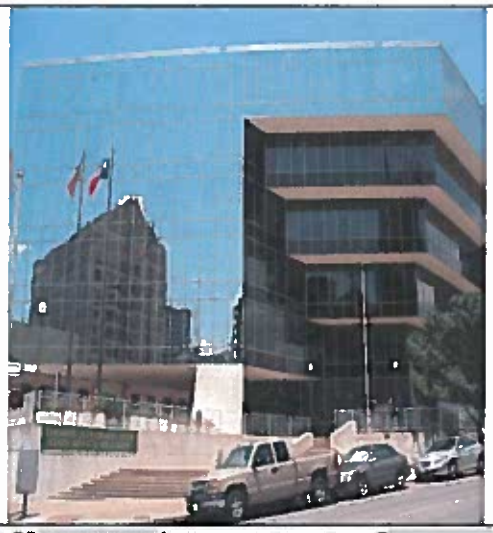
A. Number of People Per Floor (Average/Estimated): 25
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 5
C. Lobby Floor Surface: Marble/Terrazzo
D. Upper Hallway Floor Surfaces: Carpet
E. Number of Break Rooms Per Bldg: 5

Security Requirements:

Mag Card Reader Access

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**Thomas J. Rusk (TJR)**				
Address	200 E. 10th Street				
Property Mgr.	Jonathan Saad				
Building Data					
Total CLEANABLE Square Feet	94,508				
Tenant Staff Population	250				
Total Visitors/Month (Estimated)	200				
Total Number of Floors	7				
Estimate Percentage Carpeting	80%				
Total Number of Restrooms	12				
Hand Towel Dispenser Type	Multi-fold				
Toilet Tissue Dispenser Type	Small Roll				



ESTIMATED Supply Usage / (Cases per month) [from previous contractors]				
Hand Towels	34	Lg Can Liners	7	
Toilet Tissue	6	Sm Can Liners	7	

Crew Size / ESTIMATED Manhours [from previous contractors]			
Day Crew Size	1 x 8 hrs		
Day Crew - Total Manhours	8 mh		
Night Crew Size	4 x 4hrs		
Night Crew- Total Manhours	16 mh		

Scope of Work Information
1. Some day-only cleaning (2 – offices) on 2nd floor
2. Small vending break room on 3rd floor

Notes:

A. Number of People Per Floor (Average/Estimated): 35
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 4
C. Lobby Floor Surface: Marble/Terrazzo
D. Upper Hallway Floor Surfaces: Carpet
E. Number of Break Rooms Per Bldg: 1 small per floor

Security Requirements:
Mag Card Access

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**Insurance Bldg. (INS)**				
Address	1100 San Jacinto				
Property Mgr.	Jonathan Saad				
Building Data					
Total CLEANABLE Square Feet	80,923				
Tenant Staff Population	300				
Total Visitors/Month (Estimated)	100				
Total Number of Floors	4				
Estimate Percentage Carpeting	75%				
Total Number of Restrooms	10				
Hand Towel Dispenser Type	Multi-fold				
Toilet Tissue Dispenser Type	Small Roll				
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	21	Lg Can Liners	4		
Toilet Tissue	5	Sm Can Liners	4		
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		1 x 8hr			
Day Crew - Total Manhours		8 mh			
Night Crew Size		3 x 3hr			
Night Crew- Total Manhours		9 mh			
Scope of Work Information					
1. 5-6 Offices must be cleaned during day hours.					
2.Scope does include daily cleaning of large vending area on main floor per contract specs.					
Notes:					
1. Governor's Staff offices in this building.					
A. Number of People Per Floor (Average/Estimated): 75					
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 7					
C. Lobby Floor Surface: Carpet & Marble/Terrazo					
D. Upper Hallway Floor Surfaces: Carpet					
E. Number of Break Rooms Per Bldg: See #2 above.					
Security Requirements:					
Security until 6pm.					
Crew signs-in with Security.					

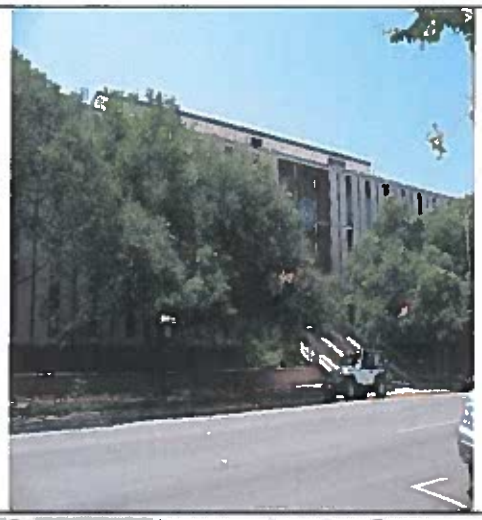


EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**John E. Rudder (JER)**				
Address	1019 Brazos				
Property Mgr.	Loren Smith				
Building Data					
Total CLEANABLE Square Feet	70,157				
Tenant Staff Population	200				
Total Visitors/Month (Estimated)	4000				
Total Number of Floors	6				
Estimate Percentage Carpeting	80				
Total Number of Restrooms	12				
Hand Towel Dispenser Type	Multi-fold				
Toilet Tissue Dispenser Type	Small Roll				
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	22	Lg Can Liners	5		
Toilet Tissue	6	Sm Can Liners	5		
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		1 x 8hrs			
Day Crew - Total Manhours		8 mh			
Night Crew Size		1x6, 2x4			
Night Crew- Total Manhours		14 mh			
Scope of Work Information					
1. Does ***not*** include custodial services for Ground-Level Café/Diner.					
2. Substantial visitors on Ground Floor, (restrooms are VERY busy during day).					
3. Basement is 100% Vinyl Composition Tile					
A. Number of People Per Floor (Average/Estimated): 35					
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 4					
C. Lobby Floor Surface: Marble/Terrazzo					
D. Upper Hallway Floor Surfaces: Carpet & Vinyl Tile					
E. Number of Break Rooms Per Bldg: 1 small on each floor.					
Security Requirements:					
Mag Card access for some areas.					
Security until 6pm. Crew signs-in with Security.					

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**Ernest O. Thompson (THO)**				
Address	920 Colorado				
Property Mgr.	Loren Smith				
Building Data					
Total CLEANABLE Square Feet		54,592			
Tenant Staff Population		300			
Total Visitors/Month (Estimated)		800			
Total Number of Floors		12			
Estimate Percentage Carpeting		80%			
Total Number of Restrooms		23			
Hand Towel Dispenser Type		Multi-fold			
Toilet Tissue Dispenser Type		Small Roll			
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	21	Lg Can Liners	4		
Toilet Tissue	8	Sm Can Liners	4		
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		1 x 8hrs			
Day Crew - Total Manhours		8 mh			
Night Crew Size		3 x 4hrs			
Night Crew- Total Manhours		12 mh			
Scope of Work Information					
A. Number of People Per Floor (Average/Estimated): 25					
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 4					
C. Lobby Floor Surface: Marble/Terrazzo					
D. Upper Hallway Floor Surfaces: Carpet & Vinyl Tile					
E. Number of Break Rooms Per Bldg: 11 (3 break rms plus 8 small throughout bldg.)					
Security Requirements:					
Security until 6pm.					
Crew signs-in with Security.					

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**Insurance Annex (INX)**				
Address	221 E. 11th Street				
Property Mgr.	Loren Smith				
Building Data					
Total CLEANABLE Square Feet		50,792			
Tenant Staff Population		400			
Total Visitors/Month (Estimated)		600			
Total Number of Floors		5 + Mezzanine			
Estimate Percentage Carpeting		90%			
Total Number of Restrooms		15			
Hand Towel Dispenser Type		Multi-fold			
Toilet Tissue Dispenser Type		Small Roll			
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	33	Lg Can Liners	7		
Toilet Tissue	11	Sm Can Liners	7		
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		1x8 hrs			
Day Crew - Total Manhours		8 mh			
Night Crew Size		3x4 hrs			
Night Crew- Total Manhours		12 mh			

Scope of Work Information

1. Governor's Staff offices in this building.

A. Number of People Per Floor (Average/Estimated): 25
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 4
C. Lobby Floor Surface: Marble/Terrazzo
D. Upper Hallway Floor Surfaces: Carpet & Vinyl Tile
E. Number of Break Rooms Per Bldg: 2

Security Requirements:

Security until 6pm.
Crew signs-in with Security

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet	
Building	**Central Services Annex**
Address	311 East 14th St.
Property Mgr.	John Saad

Building Data	
Total CLEANABLE Square Feet	14,100
Tenant Staff Population	75
Total Visitors/Month (Estimated)	50
Total Number of Floors	3
Estimate Percentage Carpeting	90%
Total Number of Restrooms	4
Hand Towel Dispenser Type	Multi-fold
Toilet Tissue Dispenser Type	Small rolls

ESTIMATED Supply Usage / (Cases per month) [from previous contractors]				
Hand Towels		Lg Can Liners		
Toilet Tissue		Sm Can Liners		

Crew Size / ESTIMATED Manhours [from previous contractors]			
Day Crew Size	1		
Day Crew - Total Manhours	4 hrs		
Night Crew Size	1		
Night Crew- Total Manhours	4hrs		

Scope of Work Information
1. Building is currently vacant.

A. Number of People Per Floor (Average/Estimated):
B. Estimated # of Collection Points Per Floor (Trash/Recycling):
C. Lobby Floor Surface: Carpet/Vinyl Tile
D. Hallway Floor Surfaces: 100% HardSurface/ Vinyl Tile
E. Number of Break Rooms Per Bldg:

Notes:

Security Requirements
Card Access

EXHIBIT A
Building List

TFC Custodial Program - Information Sheet					
Building	**William P. Hobby (WPH)**				
Address	333 Guadalupe (3 Towers)				
Property Mgr.	Loren Smith				
Building Data					
Total CLEANABLE Square Feet		379,992			
Tenant Staff Population		1700			
Total Visitors/Month (Estimated)		1000			
Total Number of Floors		25			
Estimate Percentage ***Carpeting***		80%			
Total Number of Restrooms		56			
Hand Towel Dispenser Type		Multi-fold			
Toilet Tissue Dispenser Type		Jumbo & Small Roll			
ESTIMATED Supply Usage / (Cases per month) [from previous contractors]					
Hand Towels	74	Lg Can Liners	11		
Toilet Tissue J	55	Sm Can Liners	11		
Toilet Tissue Sm	11				
Crew Size / ESTIMATED Manhours [from previous contractors]					
Day Crew Size		2 x 8 hrs			
Day Crew - Total Manhours		16 mh			
Night Crew Size		20 x 4 hrs			
Night Crew- Total Manhours		80 mh			
Scope of Work Information					
1. WPH scope does NOT include any cafeteria dining area cleaning.					
2. Breakrooms on every floor of each tower, approx. **26** kitchenettes.					
3. Patio/Entrance Tile requires weekly wet-mopping (Mondays).					
4. Approximately 20% of flooring is LVT (luxury vinyl tile).					
4. Exterior Patio regular cleaning as per contract specs.					
Notes:					
Tower 1, 9th Floor is Day-cleaning only.					
Three Towers, T1 is 13 floors, T2 is 5 floors, T3 is 9 floors; all towers connected at 1st/2nd floors. 13 Elevators. 20 Tenant Agencies.					
A. Number of People Per Floor (Average/Estimated): T1-70, T2-30, T3-70					
B. Estimated Number of Collection Points Per Floor (Trash/Recycling): 6					
C. Lobby Floor Surface: Carpet & Tile					
D. Upper Hallway Floor Surfaces: Carpet and some LVT					
E. Number of Break Rooms Per Bldg: T1-18, T2-5, T3-12					
Security Requirements: 24 Hr. Security					
* Custodial Crew logs in nightly with Security.					
* Mag Card Access on some floors. Mag Cards & Keys must be signed out nightly.					

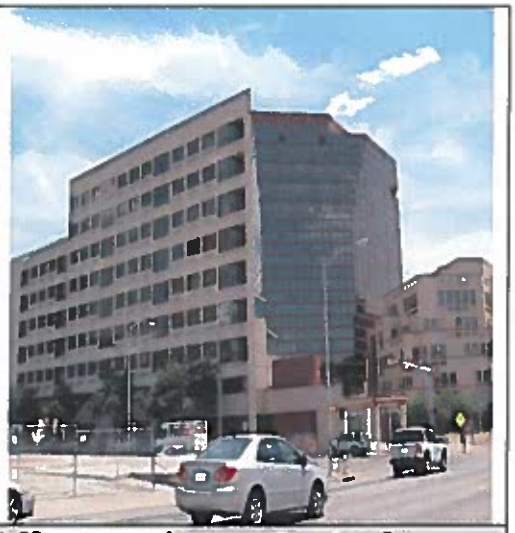


EXHIBIT B

TFC CONTRACT NO. 16-009-000

SCOPES

EXHIBIT B - SCOPES

MID

2.0 DAILY TASKS are services that are performed every day of the week that a building is in operation.

Note: Collection of litter, trash and recycling shall be conducted at a minimum of once per day or as required.

A. **Public Areas:**
- ☐ Collect litter and empty trash and recycling receptacles from designated central collection points only;
- ☐ Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- ☐ Clean and disinfect trash and recycling containers as needed;
- ☐ Replace all stained/used trash can liners in designated central collection point trash containers;
- ☐ Sweep/dust mop hard surface floors, all public areas;
- ☐ Vacuum carpeted floors (entrance areas of ground level foyers, lobbies and corridors) and building entrance mats;
- ☐ Sweep and remove litter and collect trash and recycling from containers for the outside entrances and steps leading to each building in the area twenty five (25) feet around the perimeter of the building and/or any concrete patio;
- ☐ Clean ash containers outside of the building as well as the walk areas where cigarette butts may be scattered;

B. **Restrooms & Drinking Fountains:**
- ☐ Stock all dispensers at least two (2) times daily, or as required;
- ☐ Collect litter and empty trash;
- ☐ Remove all waste and transport to dock area dumpster sites;
- ☐ Replace all stained/used trash can liners in trash containers;
- ☐ Wipe clean & disinfect all counters, sinks, fixtures & equipment, doors, stalls, dividers, walls and light switches (which may have hand-contact) using germicidal agent;
- ☐ Clean and disinfect fountains, toilets, urinals, sinks, fixtures, walls, mirrors, partitions, glass surfaces, countertops, doors, and furnishings;
- ☐ Polish all stainless and nickel fixtures;
- ☐ Replace deodorant urinal screens, as necessary;
- ☐ Damp mop non-carpeted floors with detergent and germicidal additive;
- ☐ Remove graffiti from any/all surfaces;
- ☐ Annotate Restroom Service Cards at the conclusion of each cleaning service, and note the date and time that all services were checked and completed, with legible initials. Contractors should leave completed cards with the Property Manager and contact him/her for additional cards, or when door holders are not available or are unserviceable;

Note: Restrooms should not be closed for these cleaning services, unless absolutely necessary (except during mopping).

Note: Restrooms are considered properly cleaned when all countertops and plumbing fixtures have been sanitized with an approved disinfectant and all toilets and urinals have been sanitized with an approved disinfectant and all urine or other stains have been removed. Contractor should routinely clean walls to eliminate smudges, film and graffiti and floors should be regularly maintained to eliminate dirty grout, dirt, and spills.

C. **Office Areas (Includes Breakrooms Within Office Suites Only):**
- ☐ Collect litter and empty trash and recycling receptacles from designated central collection points only;

- ☐ Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- ☐ Replace all stained/used trash can liners in designated central collection point trash containers;
- ☐ Wipe clean and disinfect breakroom countertops/cabinets and exterior surfaces including conference rooms;
- ☐ Restock hand towel and soap dispensers (formal breakrooms only);
- ☐ Wipe down microwave ovens (exterior only).

D. **Utility Areas:**
- ☐ Collect litter and empty trash and recycling receptacles from designated central collection points only;
- ☐ Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- ☐ Replace all stained/used trash can liners in designated central collection point trash containers;

E. **Cafeterias and Breakrooms**
- ☐ Collect litter and empty trash and recycling receptacles from designated central collection points only;
- ☐ Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- ☐ Replace all stained/used trash can liners in trash containers;
- ☐ Clean and disinfect trash and recycling containers as needed;
- ☐ Sweep or dust mop non-carpeted floors;
- ☐ Damp mop and disinfect non-carpeted floors;
- ☐ Vacuum carpet (spot clean and remove stains as needed);
- ☐ Spot clean furniture, fixtures, walls, partitions, glass, and doors, etc. (except areas & appliances cleaned by food service personnel);
- ☐ Re-stage chairs and tables in cafeteria as needed, to standard arrangement;
- ☐ Wipe down microwave ovens (interior & exterior);

F. **Elevators:**
- ☐ Vacuum carpet (spot clean and remove stains as needed);
- ☐ Clean door tracks and crevices;
- ☐ Clean as required all cab walls, ceilings, fixtures, glass, and any horizontal surfaces;
- ☐ Sweep or dust mop non-carpeted floors;

2.1 THREE TIMES WEEKLY TASKS are services that are performed at a minimum of three (3) times a week, every week – in addition to above listed tasks.

A. **Public Areas:**
- ☐ Vacuum all carpeted floors;
- ☐ Clean entrance lobby doors and interior lobby glass.

B. **Office Areas:**
Note: Below noted tasks apply to only interior common area hallways, common work spaces and conference rooms– ***not including individual offices and workstations***.

- ☐ Sweep/dust mop hard-surface floors;
- ☐ Spot clean fixtures, walls, partitions, glass surfaces, doors, and furnishings;
- ☐ Dust horizontal building surfaces, including book cases, file cabinet tops, picture frames, wall-mounted fixtures, and furniture;
- ☐ Damp wipe (trays only) on Dry-Boards & Chalkboards;
- ☐ Vacuum carpet (spot clean and remove stains as needed);
- ☐ Remove trash and recycling as needed in conference rooms.

2.2 TWICE WEEKLY TASKS are services that are performed at a minimum of twice a week, every week – in addition to above listed tasks.

A. **Public Areas**
- Damp/wet mop and spray buff hard surface floors;
- Dust horizontal building surfaces, including book cases, file cabinet tops, picture frames, wall-mounted fixtures, equipment and furniture;

B. **Locker Rooms and Showers**
- Clean and disinfect walls, floors, drains and chrome fixtures;
- Wipe clean and disinfect horizontal surfaces including wall mounted fixtures and furniture.

C. **Office Areas:**
Note: Below noted tasks apply to only interior common area hallways and common work spaces – ***not including individual offices and workstations***.
- Vacuum all carpeted floors.

2.3 **WEEKLY TASKS** are services that are performed at a minimum of once a week, every week – in addition to above listed tasks.

A. **Public Areas:**
- Spot clean carpet stains as needed;
- Dust mop stairwells, dust stairwell rails, remove litter, debris, cobwebs, clean door push plates, dust/clean wall mounted signs & fixtures;

B. **Restrooms:**
- Scrub bathroom floors with a detergent containing a germicidal additive using a low-speed buffer with brush or scrubbing pad to scrub emulsified dirt, urine, mold and bacteria that has become embedded in the porous surfaces of the grout;
- De-scale toilet bowls and urinals;
- Clean/vacuum all ceiling vents, HVAC ducts, grilles and register surfaces;
- Clean and sanitize all trash containers;
- Clean floor drains, where applicable, and pour counteractant and/or water down drains to refill drain traps, preventing gas and odor entry;
- Spray buff tile floors;
-

Note: No restroom floor is to be left with a slippery surface, but should be lightly buffed.

C. **Office Areas:**
- Sweep or dust mop non-carpeted floors including INDIVIDUAL offices and workstations (on alternate days from dust mopping);
- Damp/wet mop and spray buff hard surface floors, in all office spaces, including INDIVIDUAL offices and workstations, on alternate days from dust mopping;
- Vacuum all carpeted floors, including INDIVIDUAL offices and workstations;
- Clean and disinfect trash and recycling containers as needed.

D. **Utility Areas:**
- Sweep/dust mop hard surface floors;
- Spot clean furniture, fixtures, walls, partitions, glass surfaces and doors;
- Dust horizontal building surfaces, including book cases, file cabinet tops, picture frames, wall-mounted fixtures, and furniture;

- Remove litter & debris;
- Vacuum carpet.

2.4 MONTHLY TASKS are services that are performed at a minimum of once a month, every month – in addition to above listed tasks.

A. **Public Areas:**
- Clean ***all interior glass*** to a level of approximately six (6) feet, or the height of the main panel/wall glass, not to exceed eight (8) feet;
- Vacuum upholstered furniture, drapes, blinds and shades;
- Vacuum HVAC ducts, grills, air intake vents and register surfaces;
- Perform high-dusting of all surfaces not to exceed eight (8) feet.

B. **Office Areas:**
- Dust horizontal surfaces & furnishings, including book cases, file cabinet tops, picture frames, wall-mounted fixtures, and furniture - ***including individual offices and workstations***;
- Vacuum HVAC ducts, grills, air intake vents and register surfaces;
- Vacuum upholstered furniture, drapes, blinds and shades;
- Perform high-dusting of all surfaces not to exceed eight (8) feet.

C. **Utility Areas:**
- Damp/wet mop and spray buff hard surface floors;
- Vacuum exterior HVAC ducts, air vents and register and intake grill surfaces;
- Perform high-dusting of all surfaces not to exceed eight (8) feet.

D. **Cafeterias**
- Scrub cafeteria floors with a detergent containing a germicidal additive using a low-speed buffer with brush or scrubbing pad to scrub emulsified dirt, mold and bacteria that has become embedded in the porous surfaces of the grout, where applicable.

2.5 ANNUAL TASKS are services that are performed at a minimum of once a year during the each year of the Contract

A. **Hard Surface Floors in Public Areas**

- For the cleaning of floors that do not require a floor finish as specified by the TFC Contract Administrator or his/her designated representative, Contractor shall ***deep clean such floors using a low-speed buffer*** with a brush or scrubbing pad to scrub dirt that has become embedded in the tile and grout.
- Strip and wax all hard surface floors with a minimum of 3 coats of wax and 2 coats of sealer.

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EXHIBIT C

TFC CONTRACT NO. 16-009-000

SERVICE CLASSES AND REQUIREMENTS

EXHIBIT C

Service Classes and Requirements

I. SERVICE CLASSES AND REQUIREMENTS.

A. This Contract contains **seven (7) classes of service**, setting forth the service schedule to be followed by the Contractor; including the custodial requirements for building area types. **These service classes and requirements are standard for all buildings and shall be followed by the Contractor unless a variance for a specific task, building or area type is included in contract Attachment G – Building List.**

B. All tasks listed below are required to be accomplished as "Day Custodial" tasks (see requirements for Day Custodial Program in contract paragraph 1.01) unless specifically noted in **Attachment G – Building List**; or as agreed to by contractor and owner, prior to services being performed.

C. For weeks with holidays or closures, tasks that are required to be completed twice, or three times weekly will still be accomplished if there is only one closure day per week. If more than one closure day per week occurs – task schedule will be reduced as directed by Contract Administrator.

1. **DAILY TASKS** are services that are performed every weekday, except for holidays listed in contract **Attachment F – State Holiday Schedule**.

2. **THREE TIMES WEEKLY TASKS** are services that are performed at a minimum of three (3) times a week, every week.

3. **TWICE WEEKLY TASKS** are services that are performed at a minimum of twice a week, every week.

4. **WEEKLY TASKS** are services that are performed at a minimum of once a week, every week.

5. **TWICE MONTHLY TASKS** are services that are performed at a minimum of twice a month, every month.

6. **MONTHLY TASKS** are services that are performed at a minimum of once a month, every month.

7. **ANNUAL TASKS** are services that are performed at a minimum of once a year during each year of the Contract, and will be accomplished as per **Attachment H - Scopes** and as per the requirements of Section III below.

II. BUILDING AREA DESCRIPTIONS:

A. **Public Areas** are defined as **ground-level entry areas, foyers & lobbies** (may be two "ground level" areas on buildings with multiple level entrances); **main corridors & lobbies** on lower floors and upper floors – typically near elevator landings, and extending from elevators towards office work areas. Main corridors included in this category are typically 4-6 feet wide or more and are the main transit routes for both employees and visitors. **Elevators and elevator lobbies (all floors)** are included in this category, as they are common areas utilized by all building employees and visitors. **Cafeterias and break rooms** that are located within these same areas of the building, which see a high degree of visitor traffic, are also considered public areas. Break rooms that are located fully within employee office areas, and are intended solely for use by the employees in that office area, are not considered public areas. Public areas also include those **large meeting rooms/public hearing rooms** that are designed or designated for large meetings of over 100 people or more, most frequently found on ground levels, and which frequently host meetings that are open to the public or large visitor groups. (**Minor Hallways** that extend off the main corridors into office work areas are ***NOT*** included in this category, as they typically do not receive substantial visitor traffic, and are primarily used by building employees – these spaces are included below in Office Areas.)

Note: Elevators, Cafeterias and Break Rooms each have their own specific categories for additional clarification of tasks.

B. **Office Areas** are defined as offices (typically constructed with hard walls and locking doors), modular/cubicle workstations, computer rooms, conference rooms, library stacks, work rooms, employee lounges and break rooms, meeting rooms, study rooms and classrooms. This category covers all areas where employees typically work and meet, but receive minimal visitor traffic. This category also includes those ***minor hallways*** that connect interior work areas. These are most often found inside "office suites", and connect areas within the suite. (Note: Although individual offices & individual workstations are included in this category, they may have slightly different specific requirements than the other more common areas in this category – which will be noted specifically in the scope of work requirements.)

Note: Additional clarification of tasks is included in this section for those informal and formal Break Rooms located with Office Area suites.

C. **Utility Areas** are defined as general work areas, shipping/receiving areas, mailrooms, file rooms, record rooms, supply rooms, active storage rooms and loading dock areas. These areas typically do not see visitor traffic, and are typically utilized by employees for work requiring substantial activity. These areas typically see a great deal of "wear & tear" and are ***not intended*** to receive the same level of service as the public or office areas due to the limited uses of these spaces, or the utility use of these spaces which would preclude higher finish levels.

D. **Restrooms** are defined as restrooms on any floor/level for employee or visitor use. This category also includes those buildings equipped with locker rooms – which shall receive the same schedule and scope of work as standard restrooms.

III. **ANNUALLY SCHEDULED REQUIREMENTS**. Contractor shall submit a draft schedule for all annual floor work projects, or similar required projects, to the TFC Contract Administrator – which is specific as to date and time such requirements are proposed to be performed. The TFC Contract Administrator will discuss with tenant organizations to ensure it meets their needs, and provide Contractor with any changes prior to the start of the project. Contractor shall not initiate these work projects without prior approval of final schedule. Contractor shall send written notice, by fax or email, to the TFC Contract Administrator within twenty-four (24) hours of completion of a project.

IV. **SCHEDULE VARIANCES.** The frequency of the Tasks defined in this section may be increased for a period of time if Contractor continually fails inspections. Frequency changes to the schedules set forth in this section must be approved by the TFC Contract Administrator.

V. **DATA CENTER**:

A. LBJ:

a. G17 Equipment Storage, Staging, and Setup Room
   i. Sweep, mop, dust, and empty trash, once a month, 3:00pm on the first Friday of each calendar month or as requested by CPA.

b. G26 Master Console & G22 Tape Library rooms:
   i. Empty trash daily, 3:00pm
   ii. Dust on Monday, 3:00pm
   iii. Sweep and mop on Friday, 3:00pm

c. G27 Paper Staging & G29 Print Pool rooms:
   i. Empty trash daily, 3:00pm
   ii. Vacuum (with HEPA-filter) and mop on Friday, 3:00pm

d. G21 Data Center (including east and west corridors):
   i. Vacuum (back pack with HEPA-filter), damp mop, and spot cleaning of floors, walls, and doors, once a month, 3:00pm on the first Friday of each calendar month or as requested.

e. G20 UPS/Electrical Room:
   i. Sweep and damp mop as requested.

EXHIBIT D

TFC CONTRACT NO. 16-009-000

COMPENSATION AND FEES

EXHIBIT D

Compensation and Fees

Building Grouping – MID SCOPE			
Group 2			
BLDG	**Address**	**Cleanable SqFt**	**Monthly Cost**
PDB/TCC/SCB	209/5/1 W. 14th	262,331	$12,500.00
SHB	201 E. 14th St.	103,182	$6,440.00
WPC	300 W. 15th St.	433,886	$18,800.00
	Total Cleanable SqFt	799,399	
	Total Group 2 Cost (Monthly Invoice Amount)		$37,740.00

Group 3			
BLDG	**Address**	**Cleanable SqFt**	**Monthly Cost**
ARC	1200 Brazos	101,473	$4,200.00
CSX	311 East 14th St.	14,100	$1,600.00
INS	1100 San Jacinto	80,923	$5,200.00
INX	221 E. 11th St.	50,792	$3,900.00
JER	1019 Brazos	70,157	$4,300.00
TJR	200 E. 10th St.	94,508	$4,500.00
THO	920 Colorado	54,592	$4,500.00
WPH	333 Guadalupe	379,992	$18,500.00
	Total Cleanable SqFt	846,537	
	Total Group 3 Cost (Monthly Invoice Amount)		$46,700.00

Carpet Shampoo – cost per sq. ft. $.12

Strip and Wax – cost per sq. ft. $.15

SHB: additional porter – cost per hour $13.50

EXHIBIT E

TFC CONTRACT NO. 16-009-000

STATE OF TEXAS - HOLIDAY SCHEDULE

EXHIBIT E

State of Texas Holiday Schedule

State Holiday Schedule for Fiscal Year 2016			
Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	9-07-15	Monday
Rosh Hashanah	*Optional Holiday*	*9-14-15*	*Monday*
Rosh Hashanah	*Optional Holiday*	*9-15-15*	*Tuesday*
Yom Kippur	*Optional Holiday*	*9-23-15*	*Wednesday*
Veterans Day	All agencies closed.	11-11-15	Wednesday
Thanksgiving Day	All agencies closed.	11-26-15	Thursday
Day after Thanksgiving	All agencies closed.	11-27-15	Friday
Christmas Eve Day	All agencies closed.	12-24-15	Thursday
Christmas Day	All agencies closed.	12-25-15	Friday
Day after Christmas		12-26-15	Saturday
New Year's Day	All agencies closed.	1-01-16	Friday
Martin Luther King, Jr. Day	All agencies closed.	*1-18-16*	Monday
Confederate Heroes Day	Skeleton crew required.	*1-19-16*	Tuesday
Presidents' Day	All agencies closed.	*2-15-16*	Monday
Texas Independence Day	Skeleton crew required.	3-02-16	Wednesday
Good Friday	*Optional Holiday*	*3-25-16*	*Friday*
Cesar Chavez Day	*Optional Holiday*	*3-31-16*	*Thursday*
San Jacinto Day	Skeleton crew required.	*4-21-16*	Thursday
Memorial Day	All agencies closed.	*5-30-16*	Monday
Emancipation Day		*6-19-16*	Sunday
Independence Day	All agencies closed.	7-04-16	Monday
LBJ's Birthday		*8-27-16*	Saturday

EXHIBIT E

State of Texas Holiday Schedule

State Holiday Schedule for Fiscal Year 2017			
Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	*9-05-16*	Monday
Rosh Hashanah	*Optional Holiday*	*10-03-16*	*Monday*
Rosh Hashanah	Optional Holiday	*10-04-16*	Tuesday
Yom Kippur	*Optional Holiday*	*10-12-16*	*Wednesday*
Veterans Day	All agencies closed.	*11-11-16*	Friday
Thanksgiving Day	*All agencies closed.*	*11-24-16*	*Thursday*
Day after Thanksgiving	All agencies closed.	*11-25-16*	Friday
Christmas Eve Day		*12-24-16*	*Saturday*
Christmas Day		*12-25-16*	Sunday
Day after Christmas	*All agencies closed.*	*12-26-16*	*Monday*
New Year's Day		*1-01-17*	Sunday
Martin Luther King, Jr. Day	*All agencies closed.*	*1-16-17*	*Monday*
Confederate Heroes Day	Skeleton crew required.	*1-19-17*	Thursday
Presidents' Day	*All agencies closed.*	*2-20-17*	*Monday*
Texas Independence Day	Skeleton crew required.	*3-02-17*	Thursday
Cesar Chavez Day	*Optional Holiday*	*3-31-17*	*Friday*
Good Friday	Optional Holiday	*4-14-17*	Friday
San Jacinto Day	*Skeleton crew required.*	*4-21-17*	*Friday*
Memorial Day	All agencies closed.	*5-29-17*	Monday
Emancipation Day	*Skeleton crew required.*	*6-19-17*	*Monday*
Independence Day	All agencies closed.	*7-04-17*	Tuesday
LBJ's Birthday		*8-27-17*	*Sunday*

EXHIBIT F

TFC CONTRACT NO. 16-009-000

CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES

Texas Facilities Commission

Criminal Background Checks and Application Guidelines

TABLE OF CONTENTS

Page

Introduction 1

Criminal History Criteria 2

Employer Guidelines 3

The Verification Process 4

Procedures for Fingerprint Rejections 6

Criminal History Error Resolution 7

Contact Information 8

Forms

L-1 Account Application A-1

Fingerprint Instructions B-1

FAST Pass Fingerprint Application C-1

Introduction

Texas Facilities Commission (TFC) has implemented new security procedures. Personnel and TFC contractors & subcontractors, who work in case-sensitive areas, may be required to submit to a criminal history background check. In addition, U.S Law requires companies to employ only individuals who may legally work in the United States; therefore employers must verify and show proof that employees are authorized to work. This package will begin the process for employers to authorize its employees to work for TFC.

Criminal History Criteria

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification.

Contractor Screening Criteria

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

1) any act causing death as defined in Texas Penal Code;

2) any felony or misdemeanor involving Arson, Burglary, Breach of Computer Security, Credit Card Abuse, Counterfeiting, Forgery, Kidnapping, Robbery, Stalking, Terroristic Threat, Theft, and any sexual offense designated as a felony in Texas Penal Code;

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the Texas Facilities Commission

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, 5 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the Texas Facilities Commission

Employer Guidelines

FINGERPRINT APPLICANT SERVICES OF TEXAS, F.A.S.T.

The Department of Public Safety has entered into an exclusive contract with L-1 Enrollment Services to provide statewide electronic fingerprinting. The goal of the Fingerprint Applicant Services of Texas (F.A.S.T.) Program is to provide convenient applicant fingerprinting services throughout the state of Texas. L-1 Enrollment Services is committed to a 98% classifiable rate which means quality prints, less rejections, and quick responses. Appointments are available by scheduling on-line at **www.L1enrollment.com** or by calling **1-888-467-2080**.The cost of this service is $9.95 plus a $34.25 fee for the State and National Criminal History Record Information. You may pay for F.A.S.T. services online with a credit card or onsite with a check or money order made payable to L-1 Enrollment Services only. Cash is not accepted!

Here is how to get started:

1. You must obtain a FAST Pass from Texas Facilities Commission (located in forms C-1). This pass will contain all necessary instructions and information to schedule your fingerprint appointment.

2. You will need to schedule an appointment by logging on to the L-1 Enrollment Services website, **www.L1enrollment.com** or by calling **1-888-467-2080**. If you are scheduling by phone, please request an "**Electronic Fingerprint Submission**" appointment.

When scheduling an appointment you will be prompted by L-1 Enrollment Services for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. Requested data is required by the Texas Department of Public Safety to process your background check.

3. Please complete the necessary fields on the FAST Pass, bring your completed pass and valid State Issued Identification. During your Fingerprint appointment you will be prompted for Social Security Number and Driver License Number. You are also required to have your photograph taken at the time of your appointment. Requested data is required by the Texas Department of Public Safety to process your background check.

4. Once you have completed your appointment you will be provided with a signed receipt which includes your Tracking Control Number (TCN), please retain this receipt for your records.

Your fingerprints, demographic information, and photograph will be sent to the Department of Public Safety and the Federal Bureau of Investigation for process. Criminal History Record Information based upon your submission will be provided to the requesting agency.

If you have any questions regarding the F.A.S.T. processes, please feel free to contact the Fingerprint Services Unit at fingerprint.service@dps.texas.gov or (512) 424 – 2365, Option 6.

A TFC representative will view criminal history information from DPS to determine if employee's clearance is accepted or denied. TFC will notify employer about the status of employee. The employee can submit a request to DPS to view their criminal history.

Employers must ensure that all employees are legally able to work in the United States. Employees must be a U.S. citizen or a foreign citizen who have the necessary authorization. Employers shall use E-Verify to check the status of employees. E-Verify is fast, free and easy to use. Employer will set up an account and go through the process. Employer must provide TFC with documentation the employee is authorized to work.

The Verification Process

Overview of the Verification Process

Using E-Verify to verify the employment eligibility of employees is a three-step process.

Create a Case

Before an employer can create a case in E-Verify, both the employer and employee must complete the Employment Eligibility Verification form (Form I-9). All U.S. employers, regardless of whether they participate in E-Verify must complete Form I-9 no later than 3 business days after the employee begins work for pay. Information about the employee from Form I-9 then serves as the foundation for an E-Verify case, which must be created also no later than 3 business days after the employee begins work for pay.

E-Verify guides the employer through a series of questions, which follow Form I-9, beginning with the employee's citizenship attestation, document type(s), then biographical information including name, date of birth, Social Security number and Alien or I-94 number (if a noncitizen). In some cases, the document number and expiration date are also required.

If E-Verify cannot initially match the information, the employer will be prompted to review and correct the information if necessary. Otherwise, E-Verify will display an initial response within three to five seconds.

Get Results

In most cases, E-Verify will instantly verify the employee's work authorization. If E-Verify returns an "Employment Authorized" response, the employer can continue to the last step in the verification process and close the case

Sometimes, E-Verify cannot immediately confirm the employee's work authorization and may require the employer or the employee to take action. In these cases, the employer will see one of the following responses on the employee's verification results screen:

- **DHS Verification in Process:** Sometimes, E-Verify's automated search of government records cannot immediately verify employment authorization, and a manual search is required. In this case, E-Verify will return a "DHS Verification in Process" response. The employer must check E-Verify until the employee's case is updated, which usually happens within 24 hours, though it may take as long as three business days. When the employee's case is updated, E-Verify will return either an "Employment Authorized" or "Tentative Nonconfirmation" response.
- **Tentative Nonconfirmation:** If the employee information does not match government records, the employer will see a tentative nonconfirmation (TNC) response. Visit the "Tentative Nonconfirmation" page in this section for more information.

To prevent unnecessary TNCs, the employer must carefully review all entered information for accuracy. Should the employer have made a typographical error or entered incorrect data, the employer should close the case and create a new case for the employee with the correct information.

- **Note: Employer will need to print verification and submit to TFC Representative.**

Close the Case

All E-Verify cases must be closed by the user in E-Verify when a final verification result is received, regardless of the result. Closing cases is very important because it helps E-Verify maintain statistics on program usage and outcomes.

E-Verify will ask if the employee is still working for the employer and will then instruct the employer to choose the reason why the case is being closed. Once the case is closed, the employer must either record the case verification number on the employee's Form I-9 or print the case details and keep it on file with the employee's Form I-9.

PROCEDURES FOR FINGERPRINT REJECTIONS
ELECTRONIC FINGERPRINT SUBMISSIONS

The Department of Public Safety will notify L-1 Enrollment Services when an applicant"s fingerprints are rejected by either DPS or the FBI, regardless of the purpose and/or agency the fingerprints were submitted for. L-1 Enrollment Services will contact the applicant by telephone and by letter to notify the applicant of the rejected prints and schedule an appointment to have the fingerprints re-taken. There is no additional cost for having their fingerprints rolled again; often the applicant will disregard contact attempts from L-1 Enrollment Services because they are not DPS or the requesting agency.

DPS REJECTS

When an applicant"s fingerprints are rejected for the first time on the DPS level their fingerprints are not submitted to the FBI. The requesting agency is notified of the rejection through Consolidated Response. Upon the second submission of fingerprints, whether the prints are rejected or deemed classifiable by DPS, they are sent to the FBI for process. The applicant has one year from the date of the last rejected fingerprint submission to complete the fingerprint based criminal history process. After one year, a new set of fingerprints and all fees must be resubmitted.

FBI REJECTS

The requesting agency is notified of the FBI rejection through Consolidated Response. Upon the second FBI rejection, it is the responsibility of the agency to request criminal history information based upon the applicant"s name and date of birth from the FBI directly. The requesting agency has 90 days from the date of the last rejected fingerprint submission to request the results from the FBI. After the 90th day, a new set of fingerprints and all fees must be resubmitted.

QUESTIONS

If you have any questions regarding the electronic fingerprint rejection process please contact the Fingerprint Services Unit at fingerprint.service@dps.texas.gov or (512) 424-2365, option 6.

CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit (ER) is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

Requests Made by Applicants:

If an **applicant** needs to request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the Error Resolution Unit. Required forms and additional information to assist your applicant in retrieving the proper documentation to submit their requests to the Error Resolution Unit can be found at:

http://www.txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm and through the links below.

- Help us Help You (PDF)
- Error Resolution Form (PDF)
- CHRI Tips (PDF

Contact Information

L-1 Identity Solutions

Finance Department

15 Century Blvd., Suite 510

Nashville, TN 37214

Phone: (877) 512-6962

Fax: (615) 871-0845

Department of Public Safety

Access and Dissemination Bureau

Crime Records Service

Phone: 512-424-2000

Marlena Schoenfeld
Risk Management Specialist

Texas Facilities Commission

1711 San Jacinto

Austin, Texas 78701

Office: 512-463-7148

Cell: 512-828-1996

Fax: 512-236-6170

Email: marlena.schoenfeld@tfc.state.tx.us

Mark Gil
Director of Risk Management

Texas Facilities Commission

1711 San Jacinto

Austin, Texas 78701

Office: 512-463-1668

Cell: 512-563-4093

Fax: 512-236-6170

Email: mark.gil@tfc.state.tx.us

FAST
Fingerprint Applicant Services of Texas

L-1 IDENTITY SOLUTIONS™
ENROLLMENT SERVICES DIVISION

Account Application

Firm Name: _____

Agency ID/ORI: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email Address: _____

Telephone: _____ Fax: _____

Average Monthly Volume Estimate (# of applicants): _____

Deposit Amount: _____

_____ _____
Authorized signature Date

Please remit draw account payments to:

L-1 Enrollment Services Division
Finance Department
15 Century Blvd., Suite 510
Nashville, TN 37214

Phone: (877) 512-6962
Fax: (615) 871-0845

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.txdps.state.tx.us

Fingerprint Applicant Services of Texas *(FAST)*

The Department of Public Safety (DPS) entered into a contract with L1 Enrollment Services in 2005 to offer electronic fingerprinting services to our criminal and non-criminal justice customers. Since 2005, over 1.8 million customers have taken advantage of the *FAST* Program to satisfy criminal and non-criminal justice criminal history background check requirements. Currently, DPS and L1 Enrollment Services have 81 *FAST* locations strategically located around the state for customers to use. In addition to the statewide service, the DPS Denson Lobby at 108 Denson Drive provides walk-up fingerprinting services on a first come first serve basis

FAST Process:

1. *Obtain a FAST Fingerprint Pass.* This document is available from your contact at the Texas Facilities Commission.

2. *Schedule a FAST Fingerprinting Appointment.* Please utilize the statewide FAST service by scheduling an appointment at www.L1enrollment.com or by calling 1-888-467-2080. If you are located in the Austin area you may visit the DPS Denson Lobby at 108 Denson Drive. The Denson Lobby location provides *FAST* services on a first come first serve basis. It is very important that you follow the instructions on your FAST Fingerprint Pass.

3. *Attend Your Scheduled Fingerprint Appointment.* Attend the fingerprinting appointment selected during the scheduling process. At the fingerprinting location you ***must*** present a valid driver's license or state identification card to establish your identity. After your identity has been established, you will be electronically fingerprinted, digitally photographed, and additional biographical information will be requested.

4. *Keep Your Receipt.* At the end of the fingerprinting appointment the technician will provide you a receipt. If your fingerprints reject (<2% of the time) due to fingerprint abnormalities, you will need the TCN that is on the receipt to get fingerprinted again at no charge.

If you have any questions or need assistance please contact the Fingerprint Services Unit at fingerprint.service@txdps.state.tx.us or at (512) 424 – 2365, option 6.

IN STATE APPLICANT

Texas Facilities Commission

This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting http://www.identogo.com or by calling 1-888-467-2080. **When scheduling an appointment you will be prompted by IdentoGO for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check.** These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for *FAST* services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to http://www.identogo.com
2. Select: ***Texas***
3. Select: ***Online Scheduling***
4. Select: ***English or Espanol***
5. Enter: ***First and Last Name***
6. Select: ***All Others***
7. Select: ***Option A – Electronic Submission***
8. Select: ***Yes, I have a FAST Fingerprint Pass***
9. Enter: ***TX923605Z***
10. Follow the prompts to enter requested information.
11. Bring this completed form with you to your appointment.

Section One: Qualified Entity Information

ORI#: TX923605Z **Original TCN:** _____
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: _Texas Facilities Commission_____

Section Two: Applicant Name (To be completed by applicant)

Last: _____ (Please print) First: _____ (Please print) Middle: _____ (Please print)

Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.

Signature: _____ Date: _____

Section Four: Service Center Information (To be completed by *FAST* Enrollment Agent)

Date Prints Taken _____ Amount Charged For Service: _$41.45___

Paid by: ☐ Check ☐ Money Order ☐ Visa ☐ MasterCard ☐ Billing Acct _____

TCN: _____

☐ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION; I HAVE FINGERPRINTED THE SAME PERSON.

E.A. Name: _____ (Please print) E.A. Signature: _____

Revised10/13

EXHIBIT G

TFC CONTRACT NO. 16-009-000

HUB SUBCONTRACTING PLAN

Rev 02/12

HUB SUBCONTRACTING PLAN (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

*__Continuous Contract:__ *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: ______________________________ Requisition #: ______________

SECTION 2 **SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - **Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 02/12

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
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	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev 02/12

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 02/12

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — Prime Contractor's Information

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B — Contracting State Agency and Requisition Information

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____ (mm/dd/yyyy)

Section C — Subcontracting Opportunity Response Due Date, Description, Requirements and Related Information

1. Potential Subcontractor's Bid Response Due Date:	**If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than** Select **Central Time on:** _____ Date (mm/dd/yyyy) *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: ☐ - Not Applicable	
4. Bonding/Insurance Requirements: ☐ - Not Applicable	
5. Location to review plans/specifications: ☐ - Not Applicable	

EXHIBIT G-1

TFC CONTRACT NO. 16-009-000

HUB SUBCONTRACTING PLAN PROGRESS ASSESSMENT REPORT

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Project/Contract/Requisition Number: ____________ Date of Award: ____________ (mm/dd/yyyy) PO Number: ____________

Contracting Agency/University Name: ____________

Contractor (Company) Name: ____________ State of Texas VID #: ____________

Point of Contact: ____________ Phone #: ____________

Reporting (Month) Period: ____________ Total Amount Paid this Reporting Period to Contractor: $ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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Signature: ____________ Title: ____________ Date: ____________

*Note: Prime contractors can verify subcontractor HUB certification status on-line at http://www2.cpa.state.tx.us/cmbl/hubonly.html