CONTRACT
FOR
INSTALLATION AND MAINTENANCE OF ACCESS CONTROL AND SURVEILLANCE SYSTEMS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
NETRONIX INTEGRATION, INC.

The Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and Netronix Integration, Inc. (hereinafter referred to as "Contractor"), located at 2170 Pargon Drive, San Jose, California 95131 enter into the following contract for access control and surveillance systems maintenance services (hereinafter referred to as the "Contract") pursuant to TEX. GOV'T CODE ANN. Ch. 2165 (Vernon 2012 & Supp. 2014).

I. STATEMENT OF WORK.

1.01. **SERVICE REQUIREMENTS.** (a.) Contractor shall provide access control and surveillance systems installation and maintenance services for TFC at various State-owned facilities and locations in Austin, Texas listed in Exhibit A – TFC Building List, attached hereto and incorporated herein for all purposes. Contractor shall provide time and material for on-site installation of new equipment for construction projects, and maintenance services of existing equipment for the WIN DSX Access Control Systems, S2 Access Control Systems, Software House CCURE 800/8000 Access Control System, Lenel Access Control Systems, ONSSI Video Management System and any supportive or secondary component of the listed systems. Maintenance shall include, but not be limited to, the following:

(i.) system replacement;

(ii.) installation of new systems;

(iii.) preventive maintenance;

(iv.) troubleshooting;

(v) repairing of components;

(vi.) replacement of parts;

(vii.) testing of equipment to demonstrate proper operation; and,

(viii.) other services as requested by TFC.

(b.) No work is guaranteed under this Contract. For each proposed project under this Contract, the Contract Administrator, as defined in Section 1.03 below, will contact Contractor for an estimate. Contractor will proceed with the work under the project only after the estimate is approved by the Contract Administrator through the issuance of a separate document

(hereinafter referred to as a "Delivery Release"). Work performed without this Delivery Release will not be paid.

(c.) Each Delivery Release will constitute an amendment to this Contract, subject to the terms and conditions set forth in this Contract, and shall include a description of the project assignment, scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release.

(d.) Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator in the following manner:

(i.) for equipment malfunction, response shall be a maximum of two (2) hours from notification and request;

(ii.) for system programming and malfunctions, response shall be within two (2) hours from notification; and

(iii.) for installation of new equipment, project schedule shall be specified in the Delivery Release.

(e.) Contractor shall be available to provide service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding national holidays (hereafter referred to as "Business Hours"). It is understood by TFC and Contractor that there may be instances in which work must be completed outside of Business Hours. Such work shall be pre-authorized by TFC.

(f.) Travel time to and from a job site is not reimbursable under this Contract. Contractors 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", or summary list, for the services performed under a Delivery Release. Contractors shall provide the following information on the Service Ticket:

(i.) building name;

(ii.) date and time of the request for services;

(iii.) date and time of the technician's arrival on site;

(iv.) description of the malfunction;

(v.) description of the corrective action taken, including itemized labor hours and parts;

(vi.) date and time of completion of the repair; and,

(vii.) the signature of the TFC and Contractor representatives.

(g.) Contractor shall be responsible for examining all facilities in which the work will take place and to be familiar with the conditions under which the work will be accomplished.

Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the project.

(h.) This Contract includes callback service, as defined below in Section 1.12, at no additional cost to TFC, during normal working hours and also during any premium hours. Contractor shall respond to a callback by the Contract Administrator and arrive on-site in thirty (30) minutes or less during regular working hours and not more than one (1) hour outside of regular working hours. If a callback is not answered in the specified time, TFC may engage a third party to answer the call and charge the cost of the repairs to Contractor.

1.02. **MATERIALS, PROGRAMMING AND SOFTWARE.** Contractor must make all repairs and supply all parts as set forth in Exhibit B – Compensation and Fees, attached hereto and incorporated herein for all purposes, including wiring or cabling. All parts must be equal to or exceed existing parts. All parts must be compatible with the existing security system. All parts used in repairs must be new or refurbished. If refurbished, parts must carry the same warranty as new parts. Refurbished equipment and components will be accepted by TFC on a case by case basis.

1.03. **CONTRACT ADMINISTRATOR.** (a.) TFC shall designate a "Contract Administrator" for this Contract who will serve as the point of contact between TFC and the 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. The Contract Administrator is to have free access to the materials and the work at all times for measuring and inspecting the work, and Contractor is to afford the Contract Administrator all necessary facilities and assistance. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work. The Contract Administrator will determine the amount of work performed and materials furnished which 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.

(b.) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to TFC. Personnel assigned to perform services under this Contract may not be reassigned without the prior written notification to, and approval from, the Contract Administrator.

1.04. **CONTRACTOR ACCESS.** Access routes, entrance gates or doors, parking and 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 the Contract Administrator for access by Contractor.

1.05. **EXISTING UTILITIES AND STRUCTURES**. Contractor shall adequately protect the work, 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 the Contract Administrator and subsequently repair 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. The 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.

1.06. **WASTE REMOVAL**. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

1.07. **SECURITY AND IDENTIFICATION**. Contractor shall abide by all procedures and rules as conveyed by the Contract Administrator regarding security requirements of the property where work is to be performed. All Contractor and any subcontractor personnel must wear proper clothing in order to cover the entire body. Shorts and/or muscle shirts shall not be worn at any time. In addition, appropriate personal injury protective devices shall be worn when operating any powered equipment.

1.08. **DISPOSAL OF SALVAGEABLE ITEMS.** The Contract Administrator shall mark and/or otherwise inform Contractor of any material that will be salvaged by TFC. Disposal may include depositing in a central location for salvage by TFC or delivery to TFC's warehouse located at 6506 Bolm Road, Austin, Texas or such other location as determined by the Contract Administrator.

1.09. **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.

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

1.11. **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 Occupational Safety and Health Administration (OSHA) approved container.

1.12. **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. Contractor is to perform Callback Service at no additional cost to TFC, regardless of whether the work is performed during normal working hours or premium hours. 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.

II. TERM.

2.01. **CONTRACT AWARD.** (a.) This Contract shall be effective as of the date of the last party to sign and shall expire on August 31, 2017, unless renewed, extended by the parties in writing, 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 in writing 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 (the "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 Section 2.02(c.) below.

(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 the 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.) above. Contractor will be held responsible for additional cost incurred from the termination of this Contract.

2.03. **UNSATISFACTORY PERFORMANCE**. TFC may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination includes, but is not limited to, the following:

(a.) an excess of one (1) instance of Contractor not completing a project within the specified time provided for in a Delivery Release;

(b.) an excess of one (1) service call to correct the same problem within thirty (30) calendar days; or

(c.) an excess of one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized Delivery Release not having the skill or knowledge to diagnose the problem and/or perform the repair; and

(d.) an excess of two (2) instances within one (1) calendar year of Contractor not meeting the response times set forth in Section 1.01 (d.) of this Contract.

2.04. **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 Hundred Seventy Five Thousand and No/100 Dollars ($275,000.00). Pricing fees shall be invoiced in accordance with Exhibit B - Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit B - 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.

3.02. **PAYMENTS TO CONTRACTOR.** (a.) Payments to Contractor will be made on a monthly basis and 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 name, purchase order number, deliver release number, number of employees performing work and the number of hours worked. Invoices must include the purchase order number, the number of employees that worked on the job, the number of hours, and a copy of the project service ticket. Additionally, a completed copy of the service ticket must accompany the invoice. Address for submission is: Texas Facilities Commission, Fiscal Department, P.O. Box 13047, Austin, Texas 78711-3047 or by email to accountspayable@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 hourly rates set forth in Exhibit B – Compensation and Fees and shall be documented by a Delivery Release.

(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 pricing quoted in Exhibit B – Compensation and Fees and shall be documented by 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. Contractor shall provide all necessary qualified personnel to maintain the equipment in accordance with the manufacturer's specifications contained in the equipment maintenance and service manuals. Technicians assigned to TFC will be provided with an identification badge while working in a designated facility.

4.02. **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 C - Criminal Background Checks and Application Guidelines, attached hereto and incorporated herein for all purposes.

4.03. **CONTRACTOR ACCESS.** Access routes, entrance gates or doors, parking and storage areas and 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 as described above. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by the Contract Administrator for access by 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 at TFC property.

4.04. **CONTRACTOR PARKING.** Parking, for Contractor vehicles when performing work, must be coordinated through the Contract Administrator. The Contract Administrator will arrange parking according to parking availability at the job site. Parking in close proximity to the project may not be possible. Subcontractors may be required to utilize remote parking & carpooling when space is not available.

4.05. **CONTRACTOR SAFETY.** (a.) All Contractors and subcontractors conducting work for TFC shall abide by all OSHA rules and regulations provided by the Department of Labor, OSHA, Code of Federal Regulations, Chapter 29. Employees of Contractor and subcontractors shall be trained in accordance with Chapter 29, Occupational Safety and Health Regulations.

(b.) Contractor and subcontractors shall inform the Contract Administrator of their Hazardous Electrical Energy Control, Lockout/Tag-out Procedure. Contractor's procedure must meet or exceed TFC's procedure as determined by the Contract Administrator.

(c.) Work shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption Contractor must follow OSHA requirements as detailed in OSHA Regulations 1910.331 – 1910.399.

4.06. **CONTRACTOR COOPERATION.** (a.) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator.

(b.) Contractor understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk.

(c.) Contractor agrees to employ competent personnel meeting the requirements outlined in the specifications, who shall be satisfactory to TFC. Personnel assigned to perform services under this Contract may not be reassigned without the prior written approval by the Contract Administrator. TFC may request that Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

(d.) Contractor agrees to cooperate and coordinate its work with that of other Contractors retained by owner. Upon discovery of an apparent conflict in the sequencing of work with another Contractor, Contractor shall report the concern to the Contract Administrator who will resolve the conflict.

4.07. **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.

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 work 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.

6.02. **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.

6.03. **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 will 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 will 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.

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

VII. CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES.

7.01. **CONTRACTOR RESPONSIBILITIES**. Contractor shall be responsible for damage to TFC's facilities and all associated systems by its work, 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.

7.02. **PERFORMANCE STANDARDS.** (a.) 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, codes and ordinances and comply with the Occupational Safety and Health Administration (hereinafter referred to as "OSHA"), accessibility requirements and the latest edition of the International Building Code.

(b.) Appropriate dress is required for all personnel. Prohibited attire includes, but is not limited to, the following:

(i.) athletic clothing and lounge attire of any type;

(ii.) clothing that displays offensive messages (picture or print);

(iii.) clothing that is see-through, low cut, or bares the midriff;

(iv.) shorts; and,

(v.) flip-flop sandals.

(c.) Eating is prohibited on jobsites except in designated cafeterias.

(d.) All facilities where work is to be performed are professional environments. Contractor employees using inappropriate language or behaving in an inappropriate manner will be asked to leave the premises and documented by the Contract Administrator.

(e.) Contractor shall provide temporary restrooms or portable toilets unless otherwise designated. It is recommended that a separate woman's toilet be provided. Use of only these facilities will be enforced by Contractor. Toilets will be located with consideration of adjacent property and maintained on a scheduled basis.

(f.) All Contractor employees on jobsite will:

(i.) wear clean uniforms in good repair daily;

(ii.) keep shirttail tucked in during business hours;

(iii.) bathe daily and be clean at the start of the work day;

(iv.) wash hair daily, comb or brush before starting work and keep trimmed; and,

(v.) be clean shaven or if facial hair is present, keep trimmed.

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 Occupational Safety and Health Administration (OSHA), and all Texas health and safety standards.

7.04. **PERFORMANCE WARRANTY.** All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the International Building and National Electric Code, and all other applicable codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to TFC, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by TFC. TFC reserves the right to expand or add to the system during the warranty period by using either in-house technicians or firms other than Contractor for such expansion without affecting the Contractor's warranty responsibilities, provided that the expansion is done by an authorized technician.

7.05. **MATERIAL WARRANTY.** All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by TFC. Contractor shall provide the Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

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.) 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(44).

(b.) Commercial General Liability with a combined single limit of $1,000,000.00 per occurrence for coverage A and B including products/completed operations, where appropriate,

with a separate aggregate of $2,000,000.00 for bodily injury and for property damages. 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.) Waiver of Transfer Right of Recovery Against Others in favor of TFC.

(c.) 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.) Waiver of Subrogation endorsement;

(ii.) Thirty (30) day Notice of Cancellation endorsement; and

(iii.) Additional Insured endorsement.

(d.) Umbrella Liability Insurance for an amount of not less than $2,000,000.00 that provides coverage at least as broad as and applies in excess and follows the form of the primary liability coverage's required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

(e.) Installation Floater for an amount of $100,000.00 that will be active for the entire life of the contract. TFC shall be named as Loss Payee on the Installation Floater policy. Subcontractors must be named as additional insureds.

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 obligates the insurance company to notify TFC's 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.) 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.

(b.) 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 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 D – HUB Subcontracting Plan, attached hereto and incorporated herein for all purposes, 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.

(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 D – HUB Subcontracting Plan. 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 D-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, Contractor shall provide the Texas Department of Information Resources ("DIR") with the universal resource locator ("URL") to its Voluntary Product Accessibility Template (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*). Contractors 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

For Contractor: Netronix Integration, Inc.
2170 Pargon Drive
San Jose, CA 95131
Attn: Dan Scoggins/Theresa Segars
Phone: (512) 656-7706 / (512) 633-4280
Email: tsegars@netronixint.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.

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

Kay Molina

General Counsel

Date of execution: 10/20/15

DIR.

DED

NETRONIX INTEGRATION, INC.

Printed Name: Francis Dean Scoggins

Title: Branch Manager

Date of execution: 10-15-2015

EXHIBIT A

TFC CONTRACT NO. 16-049-000

TFC BUILDING LIST

EXHIBIT A

TFC BUILDING LIST

ARC	Lorenzo de Zavala Archives & Library
BHB	Brown Heatly Building
CCF	Child Care Facility
CEM	State Cemetery
CSB	Central Service Building
CSX	Central Service Annex
CUB	Credit Union Building
DARS	Department of Assisted Rehabilitated Services
DHB	Department State Health Services Headquarters Building
DHF	Department State Health Services Building F
RBB	Dr. Robert Bernstein Building (Bldg G)
DHH	Department State Health Services Building H
DHK	Department State Health Services Building K
DHLP	Department State health Services Portable Lab
DHNL	Department State Health Services New Lab
DHOL	Department State Health Services Old Lab
DHR	Department State Health Services Records Building
DHSB	Department State Health Services Service Building
DHT	Department State Health Services Tower Building
DHX	Department State Health Services Annex
DROC	Disaster Recovery Operations
HSW	Human Services Warehouse
INS	Insurance Building
INX	Insurance Annex
JER	James E. Rudder Building
JHR	John H. Reagan Building
JHW	John H. Winters Building
LBJ	Lyndon B. Johnson Building
P35A	Park 35A
P35B	Park 35B
P35C	Park 35C
P35D	Park 35D
P35E	Park 35E
P35F	Park 35F
PDB	Price Daniel, Sr. Building
PKA	Parking Garage A
PKB	Parking Garage B
PKC	Parking Garage C

PKE	Parking Garage E
PKF	Parking Garage F
PKG	Parking Garage G
PKH	Parking Garage H Brown Heatly
PKHW	Parking Garage H West Brown Heatly
PKJ	Parking Garage J William P./ Clements
PKK	Parking Garage K Thomas J. Rusk
PKL	Parking Garage L Willam P. Hobby
PKM	Parking Garage M Price Daniel
PKN	Parking Garage N
PKP	Parking Garage P Robert E. Johnson
PKQ	Parking Garage Q
PKR	Parking Garage R
RDM	Robert D. Moreton Building
REJ	Robert E. Johnson Building
SCB	Supreme Court Building
SFA	Stephen F. Austin Building
SFB	State Finance Building
SHB	Sam Houston Building
SRC	State Records Center
TCC	Tom C. Clark Building
THO	E.O. Thompson Building
TJR	Thomas Jefferson Rusk Building
TSBVI	Texas School for the Blind and Visually Impaired
TSD	Texas School for the Deaf Campus
WBT	William B. Travis Building
WHB	Wareouse at Bolm Road
WLL	Wheless Lane Laboratory
WPC	William P. Clements Building
WPH	William P. Hobby Building

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EXHIBIT B

TFC CONTRACT NO. 16-049-000

COMPENSATION AND FEES

COMPENSATION AND FEES

1) LABOR RATES*: Installation, Maintenance, and Repair Services (Includes Emergency Maintenance and Repair)
   a) PROJECT MANAGER
      i) STANDARD RATE: $ 85.00 / Hour
      ii) PREMIUM RATE: $ 110.00 / Hour
   b) SERVICE TECHNICIANS
      i) STANDARD RATE: $ 75.00 / Hour
      ii) PREMIUM RATE: $ 100.00 / Hour
   c) SYSTEM PROGRAMMERS
      i) STANDARD RATE: $ 85.00 / Hour
      ii) PREMIUM RATE: $ 110.00 / Hour
   d) SYSTEM ENGINEERS
      i) STANDARD RATE: $ 85.00 / Hour
      ii) PREMIUM RATE: $ 110.00 / Hour
   e) LABORERS
      i) STANDARD RATE: $ 70.00 / Hour
      ii) PREMIUM RATE: $ 95.00 / Hour
2) EQUIPMENT - SPECIFIC MANUFACTURERS – DISCOUNT FROM MSRP/LIST PRICE**
   a) WIN DSX Access Control Systems Equipment
      i) Contractor shall invoice at MSRP/List** price less 25 percent
   b) S2 Access Control Systems Equipment
      i) Contractor shall invoice at MSRP/List** price less 25 percent
   c) Software House Access Control Systems Equipment
      i) Contractor shall invoice at MSRP/List** price less 20 percent
   d) Lenel Access Control System Equipment
      i) Contractor shall invoice at MSRP/List** price less 20 percent
   e) ONSSI Video Management System Equipment
      i) Contractor shall invoice at MSRP/List** price less 15 percent
   f) HID Equipment
      i) Contractor shall invoice at MSRP/List** price less 30 percent
   g) Sony Camera Equipment
      i) Contractor shall invoice at MSRP/List** price less 30 percent
   h) Samsung Camera Equipment

i) Contractor shall invoice at MSRP/List** price less 30 percent

i) Arecont Camera Equipment

i) Contractor shall invoice at MSRP/List** price less 30 percent

j) Other** Manufacturers not listed above:

i) Contractor shall invoice at MSRP/List** price less 10 percent

k) Equipment purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

3) SUPPLIES: Contractor shall provide the following supplies during the term of the contract

a) ACCESS CARDS (PRICE PER CARD):

i) HID 1326-37 PROXCARD II 37 BIT FORMAT $ 1.96 EA

b) BADGE SUPPLIES:

i) MagiCard Rio Pro Printer – 3652-0001 $1,622.28 EA

ii) MagiCard Custom HoloKote Flex Kit – Repeat Key $ 219.56 EA

iii) MagiCard Color Dye Film – MA300YMCKO $ 63.54 EA

iv) MagiCard Adhesive Back Cards – M3610-054B (QTY 100 PER BOX) $ 25.90 BOX

v) MagiCard Cleaning Kit – 3633-0053 $ 24.98 EA

vi) White PVC Cards (QTY 500 PER BOX) $ 33.38 BOX

vii) Vinyl Badge Holders – Vertical, 2-1/2" x 4-1/2" (QTY 100 PER PKG) $ 38.32 PKG

viii) Breakaway Lanyards – Black, 36" Length, J-Clip $ .34 EA

ix) Badge Clips – Vinyl Strip with Button Closure (QTY 100 PER BOX) $ 9.58 BOX

x) Retractable Badge Reels – 30" Pull Cord, Vinyl Strip with Button Closure

(1) Belt Clip .59 EA

(2) Alligator Clip .59 EA

c) CABLE:

i) Contractor shall invoice at MSRP/List** price less 22 percent

d) Supplies not covered under the TFC Supplies List, Contractor shall invoice at MSRP/List*** price less 10 percent.

e) Supplies purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

*Work performed from 7:00 AM – 6:00 PM Monday through Friday shall be billed at the Standard Rate. Work performed outside of these hours (Nights or Weekends) shall be billed at Premium Rate.

Respondent may list additional manufacturers on a separate sheet that includes the specific equipment manufacturer and applicable MSRP/LIST* price discount for consideration.

***MSRP/List - TFC reserves the right to request from awarded vendor any published or printed catalog that reflects MSRP/List price for verification purposes.

PROMPT PAYMENT CASH DISCOUNT: ____ % ___ DAYS
PAYMENT TERMS: Discounts for prompt payment will not be considered in the evaluation of proposals; however, any offered discount will become part of the award, and will be taken if earned.

EXHIBIT C

TFC CONTRACT NO. 16-049-000

CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES

Texas Facilities Commission

Criminal Background Checks and Application Guidelines

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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 D

TFC CONTRACT NO. 16-049-000

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.*

Rev 02/12

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 each 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 each of the subcontracting opportunities you listed in SECTION 2, Item b.

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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 <u>each</u> 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		$	%
	☐ - Yes ☐ - No		$	%
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	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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 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.

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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 not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

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 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.

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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 D-1

TFC CONTRACT NO. 16-049-000

HSP 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