

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS FACILITIES COMMISSION
AND
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

This Interagency Cooperation Contract (Contract) is entered into by and between the Texas Facilities Commission (TFC) and Texas Commission on Environmental Quality (Receiving Agency), pursuant to the authority granted by and in compliance with the provisions of "The Interagency Cooperation Act," TEX. GOV'T CODE ANN. §§ 771.001-.010 (Vernon 2012 & Supp. 2014).

I. STATEMENT OF WORK TO BE PERFORMED.

1.01 PROPERTY MANAGEMENT SERVICES. TFC shall provide full property management services for the Park 35 Campus located at 12100 Park Circle Drive, Austin, Texas 78753 (hereinafter referred to as the "Building(s)") and the surrounding areas including the landscaped areas, parking lots, and/or garages (hereinafter referred to as the "Premises"). Full property management services are defined as all services, supplies and labor as set forth in Exhibit A – Statement of Work, attached hereto and incorporated herein for all purposes. The financial, procedural and operational roles and responsibilities associated with this Contract is further described in Exhibit B – Roles and Responsibilities, attached hereto and incorporated herein for all purposes. All service records, maintenance records or other records that result from work performed under this Contract shall be maintained by TFC and follow TFC's records retention policies. Most services are to be performed during regular business hours which are considered to be between 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays. Some operations will require work in the Building(s) after normal business hours, and TFC is responsible for property oversight on a twenty-four (24) hour basis.

1.02 UTILITIES. TFC shall procure utility services for the Property. Utility Services are defined as expenses incurred under Comptroller Object Classes 7501 (Electricity), 7502 (Natural and Liquefied Petroleum Gas), 7507 (Water), 7526 (Waste Disposal).

1.03 ENERGY EFFICIENCY AND WATER CONSERVATION. TFC shall cooperate with Receiving Agency to achieve energy efficiency and water conservation as is practicable. This effort will be implemented through quarterly meetings between the TFC Office of Energy Management and the Receiving Agency Human Resources and Staff Services Division (HRSSD) and will include the following tasks in support of resource management and conservation.

(a.) Provide quarterly reports on Receiving Agency utility consumption and cost information for the Building(s) accounts utilizing available data from TFC's energy management services provider (currently ECOVA's Utility Manager Online service as contracted by the Council on Competitive Government). Assist Receiving Agency in analysis and diagnosis of utility consumption anomalies.

(b.) Provide updates to Receiving Agency on current and emerging utility conservation opportunities.

(c.) Collaborate with Receiving Agency on development of utility conservation strategies through oversight, guidance and advice from TFC's Office of Energy Management.

(d.) Evaluate Receiving Agency proposed projects and strategies. Assist in developing project implementation plans, budgets and schedules for utility conservation studies and projects.

(e.) The TFC Office of Energy Management shall schedule meetings, at least quarterly, with TCEQ HRSS staff to discuss problems, update HRSS staff on current and emerging energy conservation opportunities, provide feedback on projects suggested by TCEQ, provide information on timing and necessity for energy audits, and to ensure that all steps as practicable are being taken to maximize efficiencies.

(f.) Practice sound environmental stewardship, execute a strategic plan focused on incorporating policies, procedures, and practices that reduce the State's and TCEQ's environmental footprint to the maximum extent practicable.

(g.) TFC shall cooperate with TCEQ to achieve water efficiency as practicable, which shall include requesting biennial audits from the City of Austin. TFC shall provide to TCEQ water usage and cost information as requested.

1.04. CONTRACT ADMINISTRATION. (a.) Receiving Agency shall designate a "Contract Administrator" for this Interagency Contract who will serve as the point of contact between TFC and Receiving Agency. The Receiving Agency Contract Administrator may designate additional representative(s) as points of contact between Receiving Agency and TFC personnel. The Receiving Agency Contract Administrator may contribute to the assessment of quality and acceptability of the results of the work performed.

(b.) TFC shall designate a "Contract Administrator" for this Interagency Contract, who will serve as the point of contact between TFC and Receiving Agency for contractually related items. The TFC Property Manager will serve as the on-site "Contract Supervisor" and will manage the day to day facility operations.

(c.) TFC shall coordinate and administer a monthly tenant meeting with the TCEQ Facility Liaison Team by the fifth (5th) working day of each month.

1.05. PERSONNEL. TFC shall provide the following personnel:

(i.) one (1) "Property Manager" to perform property management services who shall meet the requirements of the job description set forth in Exhibit C – Property Manager Job Description, attached hereto and incorporated herein by reference for all purposes;

(ii.) two (2) dedicated "Maintenance Specialist's" to perform maintenance, operation and repair services who shall meet the requirements of the job description in Exhibit D – Maintenance Specialist Job Description, attached hereto and incorporated herein by reference for all purposes, and who shall work in conjunction with the Property Manager to ensure that all maintenance and operations of the facility are performed as per the requirements of this Interagency Contract; and

(iii.) one (1) part time "Security Specialist" to issue badges and keys to tenant agency employees and manage security data who shall meet the requirements of the job description in Exhibit E – Security Specialist Job Description, attached hereto and incorporated herein by reference for all purposes.

II. BASIS FOR COMPUTING REIMBURSABLE COSTS.

2.01. **REIMURSABLE COSTS.** (a.) Payments made to TFC shall be for actual facilities management services estimated by TFC in cooperation with Receiving Agency as depicted in Exhibit F – Contract Budget, attached hereto and incorporated herein for all purposes. Funds received by TFC shall only be used to cover the cost of services and resources provided to Receiving Agency. Any funds not used will be returned to Receiving Agency at the end of the fiscal year. This Contract will determine the amount of work performed and materials furnished that are to be paid under the Contract. Any modification, addition or deletion of an item in the scope of work will require an amendment to the terms of this Contract and may require a budget adjustment.

III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Four Million Eight Hundred Thousand and No/100 Dollars (\$4,800,000.00) for providing the services required to fulfill the terms of this Contract. For Fiscal Year 2016, Receiving Agency agrees to pay TFC an amount not to exceed the sum of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00) and for Fiscal Year 2017, Receiving Agency agrees to pay TFC an amount not to exceed the sum of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00).

3.02 **ACTUAL COSTS.** If actual costs for contracted services provided by third-party contractors for work requested by Receiving Agency will exceed the amount allocated for said service, TFC will provide notice and a revised estimate to Receiving Agency. Prior to exceeding the "maximum contract amount" the parties will agree to amend this Contract pursuant to Section 8.08 to reimburse for such increased actual costs on a dollar for dollar basis. If actual costs for contracted services by third-party contractors are less than the maximum contract amount, TFC will return any amount that exceeds actual costs to Receiving Agency.

IV. PAYMENT FOR SERVICES.

4.01. **PAYMENT.** An Interagency Transaction Voucher or Invoice (ITV) for the services performed under the Contract will be prepared by the Performing Agency at the beginning of each state Fiscal Year quarter. The cost of property management services shall be reimbursed by Receiving Agency on a quarterly basis which payments are to begin upon execution of the Contract and shall continue quarterly thereafter. ITVs or invoices for additional services shall be invoiced at the time such services are performed. Receiving Agency shall reimburse TFC within thirty (30) days from receipt of all ITVs or invoices.

4.02. **UNIFORM STATEWIDE ACCOUNTING SYSTEM (USAS).** To the extent possible, interagency payments involving only treasury funds will be processed as paperless document transfers in the USAS system subject to audit by the Fund Accounting Division of the Comptroller's Office.

4.03. **REIMBURSEMENT.** (a.) Reimbursements with funds contained in the State Treasury shall be made via USAS funds transfers, with Receiving Agency initiating the transfers. TFC will provide Receiving Agency with all the necessary USAS coding elements.

(b.) All reimbursements must be drawn on the appropriated item(s) or account(s) of Receiving Agency from which the agency would ordinarily make expenditures for similar services or resources. Reimbursements will be credited to the appropriation year in which the expenses were incurred.

(c.) To comply with SB 1, 83rd Leg., R.S., Art. IX, Sec. 6.08, entities making payments from funding sources other than General Revenue Fund appropriations, shall remit an additional amount equal to the percentage of direct labor costs, necessary to cover the cost of the benefits.

V. TERM OF CONTRACT.

5.01. **TERM.** This Contract shall be effective as of September 1, 2015, and shall terminate on August 31, 2017, unless terminated earlier by either party, as provided in Section 5.03.

5.02. **DISPUTE RESOLUTION.** The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

5.03. **EARLY TERMINATION.** (a.) Either party may terminate this Contract upon thirty (30) days prior written notice to the other. Upon receipt of notice of early termination, TFC shall cancel, withdraw, or otherwise terminate outstanding orders or subcontracts which relate to the performance of this Contract and shall otherwise cease to incur costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the parties accrued up to the date of termination.

(b.) If this Contract is terminated for any reason, TFC will not be liable for any damages, claims, or losses, or any other amounts arising from or related to any such termination.

VI. FUNDING.

6.01. **NO DEBT.** This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or Receiving Agency 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.

VII. FORCE MAJEURE.

7.01. **FORCE MAJEURE.** Except as otherwise provided, neither TFC nor Receiving Agency is liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay

or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

VIII. MISCELLANEOUS PROVISIONS.

8.01. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that Receiving Agency is contracting with TFC as an independent contractor.

8.02. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the services under this Contract.

8.03. **GOVERNING LAW AND VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS;** provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either party.

8.04. **SEVERANCE.** Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

8.05. **HEADINGS.** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

8.06. **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 Receiving Agency, as the case may be, at the addresses set forth below:

TFC: Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, Texas 78701
Attention: Legal Services Division

Receiving Agency: Texas Commission on Environmental Quality
12100 Park 35 Circle Drive
Austin, Texas 78753
Attention: Charles Hoffman
Phone: (512) 239-1819
Email: charles.hoffman@tceq.texas.gov

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.

8.07. AUDIT. Pursuant to Section 2262.003 of the TEX. GOV'T CODE, TFC and the Receiving Agency agree to the following:

(a) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;

(b) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

(c) 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.

8.08. FINANCIAL RECORDS. TFC will establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting practices. TFC will provide quarterly expense reports including a detailed report of staff labor and materials to Receiving Agency within sixty (60) days after the end of each quarter. TFC will provide a monthly report of completed work orders and will provide copies of up to ten (10) completed work orders for auditing purposes. Upon request TFC will submit records in support of reimbursement requests. TFC will allow access during business hours to its financial records by Receiving Agency and other state agencies for the purpose of inspection and audit. Records must be maintained for a minimum of three (3) years beyond the expiration or earlier termination of this Contract, and three (3) years after the end of any litigation or claims process, including appeals.

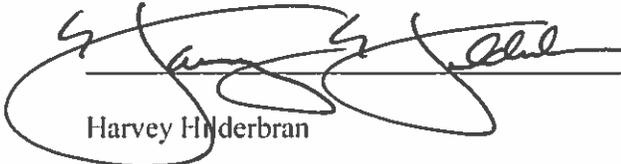
8.09. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties. No other agreement, statement, or promise that is not contained in this Contract shall be binding except a subsequent written amendment to this Contract signed by both parties.

THE UNDERSIGNED do hereby certify that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

TFC certifies that it has the authority to enter into this Contract by virtue of the authority granted in TEX. GOV. CODE ANN., Chapter 771 and TEX. GOV. CODE ANN., Chapter 2165.
Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in TEX. WATER CODE, §5.229.

TEXAS FACILITIES COMMISSION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

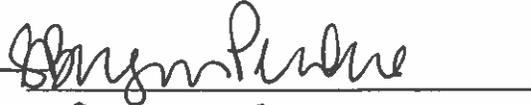


Harvey Hinderbran

Executive Director

Date of execution: 9/21/15

Dir.
REG. in E.D.
REG. in G.C.



By: Stephanie Bergeron Perdue

Title: Deputy Exec. Director

Date of execution: 9/17/2015

EXHIBIT A

TFC CONTRACT NO. 16-015-000

SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES
FULL SERVICE PROPERTY MANAGEMENT**

BUILDING OPERATION, MAINTENANCE AND PROPERTY SERVICES

TFC shall provide the following building operation and maintenance services under this Interagency Contract. Unless otherwise specified, these services shall be covered by the fees set forth in Exhibit F – Contract Budget to the Contract.

1. **MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.** TFC shall provide for the following mechanical, electrical and plumbing system services.
 - (a) **DEMAND MEP MAINTENANCE PROGRAM.** In addition to the preventive maintenance program, TFC shall maintain, operate and repair the following base building systems:
 - (i) the distribution systems, which shall be adjusted, balanced, and monitored regularly;
 - (ii) all HVAC systems, water systems, electrical, lighting systems, and all other similar equipment in the Building(s) or on the Premises;
 - (iii) pneumatic control systems including the associated air compressor, if applicable;
 - (iv) electronic control (building automation) systems, including computer front end, communication panels and dedicated network (if applicable); and
 - (v) the emergency back-up generator, if applicable.
 - (b) **OTHER MEP SERVICES.** TFC shall provide the following MEP services:
 - (i) twenty-four (24) hour coverage of central heating and cooling plants, with offsite monitoring where available and after-hour emergency response, and,
 - (ii) perform the necessary chemical treatments for cooling towers.
2. **PREVENTIVE MAINTENANCE.** (a.) TFC shall perform preventive maintenance, periodic testing and/or inspection as required by other state, local and federal government agencies to include, but not limited to, the following:
 - (i) all HVAC systems;
 - (ii) the emergency backup generator;

- (iii) fire safety equipment;
- (iv) electrical systems;
- (v) plumbing systems;
- (vi) elevators;
- (vii) back flow preventers; and
- (viii) retention ponds.

(b.) TFC will provide a deferred maintenance item list one hundred twenty (120) days before the end of each fiscal year.

(c.) TFC will provide a preventive maintenance proposed schedule and report by November 1st of each fiscal year.

3. **ELEVATOR AND LIFT SYSTEMS.** (a) TFC will contract full preventive and routine maintenance, providing necessary systematic and periodic service and maintenance for specified elevator equipment for the building(s) listed in Attachment A-1 – Elevator Equipment List, attached hereto and incorporated herein for all purposes. TFC will provide a contract administrator, specializing in elevator repair to manage the contract.

(b) TFC's elevator service contractor (hereinafter referred to as the "Elevator Contractor") shall maintain all elevators under this Contract in optimal operating condition. Elevator Contractor shall furnish all material, parts, labor, necessary tools, lubricants and equipment to comply with all requirements of this Contract, as well as the latest revisions of the American National Standards Institute/American Society of Mechanical Engineers (hereinafter referred to as "ANSI/ASME") 17.1 Safety Code for Elevators and Escalators, International Mechanical Code, National Electrical Code, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act Accessibility Guidelines, as well the manufacturer's standard recommendation manuals for service and repair. All annual and full-load test inspection and certification as required by the TDLR shall be performed as a part of this Contract.

(c) All service records, maintenance records or other records that result from work performed under this Contract become property of TFC, and shall be stored at each building. Most services are to be performed during regular business hours; however, there will be occasional operations requiring work in the buildings after normal business hours. Elevator Contractor will provide emergency response twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. All repairs must be completed and elevator equipment returned to service within the timeframe agreed upon by TFC and Receiving Agency, unless the Elevator Contractor has received prior written approval from TFC for additional time.

4. **GENERAL MAINTENANCE (CARPENTRY).** TFC shall perform general maintenance as the Contract Budget allows to include, but not be limited to, the following:
 - (i) repair and/or replace standard floor and wall coverings, as needed;
 - (ii) repainting of wall surfaces every seven (7) years, or as needed;
 - (iii) repair and/or replace standard windows and window treatments, as needed;
 - (iv) repair and/or replace all doors and hardware, as needed, including restroom stall doors and partitions;
 - (v) repair and/or replace ceiling tiles and suspension systems, as needed; and,
 - (vi) repair and/or replace building and garage envelopes, including windows, exterior materials and finishes, roof, pavement, sidewalks and associated appurtenances.

5. **FIRE PROTECTION SYSTEMS.** TFC shall be responsible for, at a minimum, the following fire protection system services:
 - (i) provide fire programming and maintain databases for fire computers, communication panels (including modems), and remote fire panels and include off-site monitoring, inspection, testing and maintenance of all fire systems;
 - (ii) maintain fire system devices such as fire alarm systems, fire sprinklers, fire pumps, fire extinguishers per applicable National Fire Protection Association (hereinafter referred to as "NFPA") standards;
 - (iii) analyze and adopt appropriate requirements using NFPA guidelines for fire safety maintenance;
 - (iv) provide twenty-four (24) hour support to fire and security systems;
 - (v) establish emergency procedures for TFC staff, develop a TFC emergency response team, and conduct annual fire drills;
 - (vi) perform preventive maintenance on all fire safety systems, as per manufacturer; and,
 - (vii) compile and maintain a complete list of Material Safety Data Sheets (MSDS's) for materials stored or used by building tenants. This information shall be located at the Fire Control Center and in the TFC Property Manager's office.

6. **SECURITY CONTROLS AND EQUIPMENT** TFC shall provide, service and maintain the security controls and equipment at the building(s) and parking lots as follows:

- (i) building access control system equipment to include all electronic door hardware, card readers, security panels, recording equipment and any other equipment to maintain a functioning system;
 - (ii) management and issuing of access cards and the maintenance of the database;
 - (iii) management and issuing of identification cards for regional staff. TFC reserves the right to request payment for quantities over 30 per month. TFC reserves the right to stop this service at any time TFC deems it is unable to provide said service;
 - (iv) management and issuing of parking permits and the maintenance of the database;
 - (v) building surveillance system equipment to include all cameras, recording equipment and any other equipment to maintain a functioning system;
 - (vi) coordination of locksmith requirements for the Building(s) per procedures developed by TFC with keys and cores to be provided by TFC; and,
 - (vii) maintenance of the white noise system, which may include an emergency broadcast system.
7. **EMERGENCY AND ON-CALL SERVICE.** TFC shall provide twenty-four (24) hour emergency services, as well as have availability of on-call maintenance and custodial services. TFC's twenty-four (24) hour Emergency Maintenance Hotline 512-463-3600. Emergency services shall be performed by TFC and may include, but are not limited to, repairs to electrical, plumbing, HVAC, elevator, and exterior doors or windows and may result from building system failures, natural disasters, vandalism, and other similar activities. An emergency is defined by TFC as "a reasonably unforeseen situation which presents an imminent peril to the public health, safety, or welfare, or presents an imminent peril to property, or which requires an immediate action to prevent a hazard to life, health, safety, welfare, or property." Emergency services shall be available on a twenty-four (24) hour basis with response by TFC staff or service provider within one (1) hour. When an Emergency occurs, TFC shall notify the Receiving Agency Contract Administrator within sixty (60) minutes.
8. **ROOM ASSIGNMENTS.** TFC shall inform Receiving Agency's Contract Manager and Receiving Agency's Continuity of Operations Planning Program Manager of any conference room assignment(s) to other state agencies within ten (10) business days of the assignment.
9. **GROUNDS MAINTENANCE.** (a) TFC shall maintain, either in-house or by contracted service, the total landscape area around the Building(s), and shall provide a "Landscape Supervisor", specializing in landscape maintenance and an "Irrigation Specialist" to oversee repairs to the irrigation system.

- (b) TFC shall provide the following landscape services.
- (i) All lawn areas shall to be mowed and trimmed bimonthly between March 15th and November 15th of each year and up to twice per month between November 16th and March 14th of each year, or as determined by the Contract Administrator. The irrigated areas will be aerated annually and fertilized twice per year.
 - (ii) All debris including litter, leaves and acorns shall be removed and disposed of properly.
 - (iii) All weeds and undesirable grass will be removed, as needed.
 - (iv) TFC shall apply approximately one (1) inch of hardwood mulch to maintain approximately two (2) inches of mulch on all trees rings and mulched bed areas twice per year.
 - (v) All shrub, perennial, and tree pruning, up to 8 feet, will be done, as needed.
 - (vi) The irrigation systems will be inspected throughout the year and repaired as needed. TFC shall adjust the setting of the controllers for correct seasonal water application for optimal growth, reduction of water waste, and as approved by the Landscape Supervisor.

10. **PEST CONTROL.** TFC shall be responsible for pest control for the Building(s) and surrounding premises, including but not limited to, termite, fire ant, Africanized Bee, bat, rodent, wasp, hornet, and pigeon control. The Principles of Integrated Pest Management, as adopted by the Environmental Protection Agency, shall be used by TFC to determine the best methods for disease and pest control. TFC shall frequently inspect all plant materials to detect disease and/or pest infestation. All methods and application procedures shall comply with the rules and regulations of the Texas Department of Agriculture. Services will include

- (i) responses to tenant agency requests for pest management within 3 days from issued work order;
- (ii) quarterly exterior perimeter treatment;
- (iii) quarterly cafeteria treatment in dining areas only;
- (iv) trapping live animals and the removal of dead animals and birds; and,
- (v) monthly rodent control.

These services may be performed by in-house, licensed TFC staff or may be performed by a licensed contractor.

11. **GRAFFITI SERVICES.** Any graffiti on the Building(s) or surrounding premises shall be removed by TFC within forty-eight (48) hours of discovery. TFC shall use appropriate and acceptable standards approved by TFC prior to cleanup.
12. **TRASH REMOVAL.** (a) TFC shall provide trash removal for the Building(s). Dumpster size may increase or decrease, depending on occupancy, traffic or other considerations and shall be approved in advance by the TFC Contract Administrator.

(b) The TFC Property Manager and custodial manager will establish and maintain the miniMAX program, as further described in Attachment A-2 – miniMAX Information attached hereto and incorporated herein for all purposes, in all tenant space where it will be useful.
13. **RECYCLING.** TFC shall established and maintain a building recycling program and work with TFC custodians or the current custodial contractor to collect recyclable waste from the building and place into the designated container.
14. **CUSTODIAL SERVICES.** TFC shall provide in-house or contract custodial service and ensure all custodial tasks are accomplished in accordance with the specifications set forth in Attachment A-3 – Custodial Specifications, attached hereto and incorporated herein for all purposes. Custodial services will be provided Monday through Friday, excluding days when the receiving agency is closed for holidays or inclement weather. Custodial services will be performed during and after business hours; disruptive tasks will be scheduled afterhours or on weekends. TFC shall provide custodial oversight and will inspect each building to ensure quality control. This shall be part of the daily management duties of TFC Property Manager.
15. **SECURITY GUARD SERVICES.** (a.) TFC shall provide contract security personnel with post orders approved by the TFC Contract Administrator and TFC Office of Risk Management. TFC shall provide the following security services:
 - (i) all personnel employed to perform security duties shall be licensed as commissioned or non-commissioned security officers by the Texas Department of Public Safety;
 - (ii) staff the guard station, centrally located in the Building(s) lobby, and oversee visitor sign-in and out;
 - (iii) assistance with emergency evacuation;
 - (iv) coordination with local life-safety and law enforcement officials;
 - (v) parking lot and/or garage monitoring;
 - (vi) building entrance monitoring;

- (vii) raising and lowering of flags for Buildings A & C on each business day and Building F 24 hours a day except per flag protocol as dictated by the Governor of Texas;
- (viii) monitoring of all CCTV cameras;
- (ix) additional guard service, as needed, for special events or as tenant services; and
- (x) best effort turning off unnecessary lights throughout the Buildings and Premises.

(b.) TFC will review post orders revisions with TCEQ as they are made,

16. **OTHER ADMINISTRATIVE SERVICES.** TFC shall provide administrative services to include the following:

- (i) provide all TFC staff with cellular phones;
- (ii) provide office equipment and supplies for property management staff;
- (iii) enforce all applicable rules and regulations in TFC's Tenant Manual;
- (iv) monitor and pay utility service; and,
- (v) as requested, TFC will be responsible for assisting with the scheduling of the conference rooms located in the Building(s), including key checkout.

17. **EXCLUDED SERVICES.** (a) The following services are specifically excluded from the specifications of this Contract:

- (i) telecom services, including data cabling;
- (ii) data centers/server rooms;
- (iii) uninterrupted power supply systems;
- (iv) major and minor construction projects;
- (v) catastrophic repairs;
- (vi) capitol expenses such as major equipment replacement;
- (vii) deferred maintenance projects;
- (viii) repair or replacement of laboratory or other tenant agency specific equipment;

- (ix) modular furniture repair, moving and modification;
 - (x) moving or repair of furniture or other equipment;
 - (xi) renovation projects;
 - (xii) other items not related to a building system;
 - (xiii) specialized security equipment;
 - (xiv) specialized (critical) air conditioning units including Building B Filter room;
 - (xv) specialized fire protection equipment; and,
 - (xvi) specialized electrical redundancy equipment.
- (b) Some of the services may be added to the specifications individually, on an as needed basis, and may require a budget increase and/or a contract amendment. Some of the services may be contracted through other TFC divisions, including the Minor Construction, Facility Design and Construction, State Surplus or Energy Management.

ATTACHMENT A-1

TFC CONTRACT NO. 16-015-000

EQUIPMENT LIST

Attachment A-1 Equipment List

Equipment Type	Building	Qty	Make	Year	Serial#	Tonnage
AHU 1-1	A	1	Trane	1993	K93E30443	n/a
AHU 1-2	A	1	Trane	1993	K93E31071	n/a
AHU 1-3	A	1	Trane	1993	K93E31086	n/a
AHU 1-4	A	1	Trane	1993	K93E31417	n/a
AHU 2-1	A	1	Trane	1993	K93E29550	n/a
AHU 2-2	A	1	Trane	1993	K93E31453	n/a
AHU 2-3	A	1	Trane	1993	K93E28908	n/a
AHU 2-4	A	1	Trane	1993	K93E28955	n/a
AHU 3-1	A	1	Trane	1993	K93E28007	n/a
AHU 3-2	A	1	Trane	1993	K93E28977	n/a
AHU 3-3	A	1	Trane	1993	K93E20047	n/a
AHU 3-4	A	1	Trane	1993	K93D27295	n/a
CHILLER #2	A	1	Trane	2000	U00008162	400
BOILER	A	1	TELEDYNE-LOARS	1993	C93E0257	n/a
SECONDARY PUMP	A	2	BALDOR	2015	EM 2515 T	N/A
**BUILDING PUMP	A	2	BALDOR	2015	EM2515 T	n/a
HOTWATER PUMP	A	2	BALDOR	1993	F293	n/a
**CONDENSER PUMP	A	2	BALDER	1993	EM 2513 T	n/a
OAHU-1	B	1	Trane	2007	K07J19014A	n/a
OAHU-2	B	1		2007	K07J19007A	n/a
BOILER B-1	B	1	RBI	2005	90747348	n/a
BOILER B-1	C	1	PRECISION	2007	M068870	n/a
COOLING TOWER P-3	C	1	BALDOR	2007	T1324770	n/a
COOLING TOWER P-2	C	1	BALDOR	2007	T1324772	n/a
COOLING TOWER P-1	C	1	BALDOR	2007	T1324771	n/a
COOLING TOWER FC-1	C	1	EVAPCO	1993	7-319371	n/a
COOLING TOWER FC-2	C	1	EVAPCO	1993	7-319370	n/a
COOLING TOWER FC-3	C	1	EVAPCO	1993	7-319369	n/a
COOLING TOWER FAN MOTOR #1	C	1	EMERSON	1993	L10-30221210-100LT-03	n/a
COOLING TOWER FAN MOTOR #2	C	1	EMERSON	1993	L10-30221210-100LT-02	n/a
COOLING TOWER FAN MOTOR #3	C	1	EMERSON	1993	L10-30221210-100LT-01	n/a
HEAT PUMP	C	1	FHP	1993	3540-208-000002-T111M41915	4
HEAT PUMP	C	1	FHP	1993	3540-208-000001-T111M38140	3
HEAT PUMP	C	1	FHP	1993	3540-208-000001-T111M43847	2
SPLIT SYSTEM	D	1	EMI	2006	1-06-H-2423-34	2
SPLIT SYSTEM	D	1	EMI	2006	1-06-H-2422-34	2
RTU -1	D	1	Trane	2007	C07J10289	10
RTU -2	D	1	Trane	2007	C07J10288	10
RTU -3	D	1	Trane	2007	C07J10290	10

Attachment A-1 Equipment List

RTU-4	D	1	Trane	2007	C07J10291	10
RTU -1	E	1	Trane	2007	C07J10287	10
RTU -2	E	1	Trane	2007	C07J10285	10
RTU-3	E	1	Trane	2007	C07J10286	10
SPLIT SYSTEM	E	1	CARRIER	2001	1001E28667	2.5
SPLIT SYSTEM	E	1	mitsubishi	unknown	24VO5802C	4.5
SPLIT SYSTEM	E	1	EMI	2006	1-06-H-2141-34	2
SPLIT SYSTEM	E	1	EMI	2006	1-06-H-2140-34	2
** CHWP 9	A	1	MARATHON	2015	NVA286TTDCA6026	n/a
** TRANE Chiller	A	1	TRANE	2015	U13M08110	300 Ton
** Cooling Tower	A	1	TOWER TECH	2015	Mod.TTXL.041950 Ser.2013.038.01	n/a

Elevator Equipment

Equipment Type	Building	Type*	Make	Year	Serial#	ELBI#
Elevator 1	A	Hydro	Dover	93	ED4069	4779
Elevator 2	A	Hydro	Dover	93	ED4068	4779
Elevator 3	A	Hydro	Dover	93	ED4070	4779
Elevator 4	A	Hydro	Dover	93	ED4071	4779
Elevator 5	B	Hydro	Dover	n/a	D-20077	4778
Elevator 6	C	Hydro	Dover	n/a	9024	7164
Elevator 7	C	Hydro	Dover	2011	3289496	7164
Elevator 8	C	Hydro	Motion	n/a	9025	7164
Elevator 9	D	Hydro	Motion	2012	3289490	7165
Elevator 10	E	Hydro	Motion	2011	3289492	7166
Elevator 11	E	Hydro	Motion	2011	3289494	7166

* cable, traction or hydraulic

NOTE ** Added or changed

ATTACHMENT A-2

TFC CONTRACT NO. 16-015-000

MINIMAX INFORMATION

miniMAX

Minimum waste. Maximum recycling.



How Does It Work?

- * Employees use a self-service mini-trash bin and standard desk side recycling bin.
- * The mini-bin acts as a visual yield sign for employees discarding something.
- * Employees are responsible for emptying their mini-bin and recycling bin at a nearby central collection point.

Why Self-Service?

- * Builds awareness around recycling
- * Promotes personal responsibility for waste generation
- * Allows custodians to redirect their collection efforts to more essential cleaning tasks

Benefits

- * Increased state recycling revenue and reduced trash to the landfill
 - * Annual custodial labor savings to the state of \$700,000
- * Reduced intrusion in your workspace from contract custodial crews

A proven program . . .

- * Successfully implemented by numerous government/private organizations
 - * Substantially increased recycling in other organizations

Who do I contact?

- * Your TFC Property Manager and agency Recycling Coordinator can assist with any questions or concerns

miniMAX

Minimum waste. Maximum recycling.

Single Stream Recycling

Acceptable Materials

Paper & Junk Mail, Newspaper
Magazines & Phone Books
Cardboards, Paper Bags & Food Boxes



Plastics
(#1-7, except 3)



Metal & Aluminum Cans



ONE CONTAINER
for your empty
and clean
recyclables



Non Acceptable Materials



Trash



Glass



Food Waste

ATTACHMENT A-3

TFC CONTRACT NO. 16-015-000

CUSTODIAL SPECIFICATIONS

ATTACHMENT A-3

Park 35 A-E Only FULL PLUS SCOPE OF WORK DAYTIME CLEANING

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

A. Public Areas:

- Collect litter and empty trash and recycling receptacles from designated central collection points only;
- Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- Clean and disinfect trash and recycling containers as needed;
- Replace all stained/used trash can liners in designated central collection point trash containers;
- Sweep or dust mop non-carpeted floors (all levels);
- Vacuum carpet and clean entrance mats (Entrance Areas Ground-level Foyers, Lower Lobbies and Lower Main Corridors);
- Dust furnishings & surfaces (Entrance Areas Ground-level Foyers, Lower Lobbies and Lower Main Corridors);
- Clean entrance lobby doors and interior lobby glass;
- Clean and disinfect drinking fountains;
- Sweep and remove litter and collect trash from trash cans for the outside entrances and steps leading to each building and collect litter in the area twenty five (25) feet around the perimeter of the building and/or any concrete patio;
- Clean ash containers outside of the building as well as the walk areas where cigarette butts may be scattered;

B. Locker Rooms and Showers

- Clean and disinfect walls, floors, drains and chrome fixtures.
- Wipe clean and disinfect horizontal surfaces including wall mounted fixtures and furniture.

C. Restrooms (& Drinking Fountains):

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

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

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

D. Office Areas (Includes Breakrooms Within Office Suites Only):

- Collect litter and empty trash and recycling receptacles from designated central collection points only;
- Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- Clean and disinfect trash and recycling containers as needed;
- Replace all stained/used trash can liners in designated central collection point trash containers;
- Sweep or dust mop non-carpeted floors in COMMON AREAS– *not including individual offices and workstations*;
- Damp wipe (trays only) on Dry-Boards & Chalkboards;
- Wipe clean and disinfect breakroom countertops/cabinets and exterior surfaces (formal breakrooms only);
- Restock hand towel and soap dispensers (formal breakrooms only);
- Wipe down microwave ovens (exterior only).

E. Utility Areas:

- Collect litter and empty trash and recycling receptacles from designated central collection points only;
- Remove all waste & recycling from designated central collection points and transport to dock area dumpster sites;
- Replace all stained/used trash can liners in designated central collection point trash containers;
- Clean and disinfect in-room drinking fountains and wash basins;
- Sweep or dust mop non-carpeted floors;
- Clean loading dock /delivery areas, collect litter, sweep as needed;
- Clean exterior plazas and break areas, collect litter, sweep as needed;
- Vacuum carpeted floor.

F. Cafeterias and Breakrooms

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

G. Elevators:

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

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

A. Public Areas:

- Damp Mop & Spray Buff COMMON AREA non-carpeted floors (Entrance Areas Ground-level Foyers, Lobbies and Corridors);
- Completely vacuum COMMON AREA carpeted floors;
- Dust building and furniture surfaces;

- Spot clean carpet as needed.

B. Office Areas:

- Dust building and furniture surfaces – *not including individual offices and workstations*;
- Spot clean fixtures, walls, partitions, glass surfaces, doors, furnishings, – *not including individual offices and workstations*;
- Damp Mop & Spray Buff non-carpeted floors in COMMON AREAS– *not including individual offices and workstations*;
- Vacuum carpet in all COMMON AREAS – *not including individual offices and workstations*;
- Spot clean carpet as needed.

C. Grounds Areas:

- One grounds day porter shall remove trash and litter from all grounds and parking areas of the property from 8:00 a.m. – noon.

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

A. Public Areas:

- Damp Mop & Spray Buff all public area non-carpeted floors (ALL hard surface floors, including Corridors/Halls on upper floors);
- Vacuum exterior HVAC duct, grills, air vents and register surfaces;
- Clean stairwells and hand railings, panic bars and door push plates;
- Spot clean furniture, fixtures, walls, partitions, surfaces and doors, etc;

B. Restrooms:

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

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

C. Office Areas:

- Sweep or dust mop non-carpeted floors – *INCLUDING individual offices and workstations*;
- Completely wet mop and BUFF all non-carpeted floors – *INCLUDING individual offices and workstations*;
- Dust building and furniture surfaces – *INCLUDING individual offices and workstations*;
- Completely vacuum all carpeted floors – *INCLUDING individual offices and workstations*;
- Wipe down microwave ovens (interior & exterior) in formal breakrooms only;

D. Utility Areas:

- Dust horizontal building surfaces;
- Spot clean furniture, fixtures, walls, partitions, glass surfaces and doors, etc;
- Wet mop and buff all non-carpeted floors;
- Completely vacuum carpeted floors;

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

A. Public Areas:

- Completely clean all interior glass (to a level of approximately six (6) feet high);
- Perform High-Dusting of all surfaces not to exceed (8) ft.
- Vacuum upholstered furniture and blinds.

B. Office Areas:

- Vacuum HVAC duct, grills, air intake vents and register surfaces;
- Vacuum upholstered furniture, drapes, blinds and shades;
- Perform High-Dusting of all surfaces not to exceed (8) ft.

C. Utility Areas:

- Vacuum exterior HVAC ducts, air vents and register and intake grill surfaces;
- Perform High-Dusting of all surfaces not to exceed (8) ft;
- Scrub concrete areas with low speed buffer;

D. Cafeterias

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

3.5 QUARTERLY TASKS are services that are performed at a minimum of once a quarter, every quarter, in addition to above listed tasks.

- Wipe down interior and exterior of all refrigerators in formal breakrooms.

3.6 ANNUAL TASKS are services that are performed at a minimum of once a year during the each year of the Contract – and will be accomplished within the first 3 months of beginning the contract, and in the same month on subsequent years.

- For the cleaning of floors that do not require a floor finish as specified by the TFC Contract Administrator or his/her designated representative, Contractor shall deep clean such floors using a low-speed buffer with a brush or scrubbing pad to scrub dirt that has become embedded in the tile and grout.
- Contractor shall shampoo all carpeted areas in each building using a TFC approved carpet extraction machine with correct dilution of TFC approved carpet shampoo. As the carpets are shampooed, all moveable furniture is to be cleared, all the carpet vacuumed and all spots sprayed. Corners, along walls and along fixtures that can't be moved are to be hand shampooed. Using the carpet extractor, shampoo uniformly along one and one half times the width of the brush, overlapping brush paths, continuing this brushing pattern, avoiding over-wetting carpet. Contractor shall submit a schedule to the Contract Administrator. Any changes to the schedule must be submitted in writing and approved by the Contract Administrator.
- Strip and wax all hard surface floors with a minimum of 3 coats of wax and 2 coats of sealer.

REMAINDER OF THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT B

TFC CONTRACT NO. 16-015-000

ROLES AND RESPONSIBILITIES

EXHIBIT B Roles and Responsibilities

I. MANAGEMENT INFORMATION	Financial	Procedural	Operational
A. TFC Management Office/Location/Hours	Shared	Shared	TFC
B Hours of Building Operation	n/a	Shared	TFC
C. Building Rules	n/a	TFC	TFC
D. Prohibited Weapons	n/a	TFC	TFC

II. SECURITY	Financial	Procedural	Operational
A. Security Access Systems	Tenant	Shared	TFC
B. Key Control	Tenant	TFC	TFC
C. Badging Employees	Tenant	TFC	TFC
D. Video Systems	Tenant	Shared	TFC
C. After Hours Building Access	n/a	Shared	TFC
D. Parking Related	Tenant	Shared	TFC
E. Security Guard Service	Tenant	TFC	TFC
F. Reporting Incidents/Calling Police	n/a	Shared	Shared

III. BUILDING OPERATION AND MAINTENANCE	Financial	Procedural	Operational
A. Preventative Maintenance	Tenant	TFC	TFC
B. Heating, Ventilation and Air Conditioning (HVAC)	Tenant	TFC	TFC
C. Plumbing	Tenant	TFC	TFC
D. Electrical	Tenant	TFC	TFC
E. Elevators, Stairwells & Corridors	Tenant	TFC	TFC
F. Painting	Tenant	TFC	TFC
G. Carpentry, Hardware & Floor Covering	Tenant	TFC	TFC
H. Pest Control	Tenant	TFC	TFC
I. Grounds Maintenance	Tenant	TFC	TFC
J. Custodial Services	Tenant	TFC	TFC
I. Fire Control Systems & Equipment	Tenant	TFC	TFC

IV. RECYCLING AND WASTE MANAGEMENT	Financial	Procedural	Operational
A. Recycling	Tenant	TFC	TFC
B. Waste Removal	Tenant	TFC	TFC
C. Document Destruction	Tenant	Tenant	Tenant

V. TENANT MOVE-IN AND MOVE-OUT	Financial	Procedural	Operational
A. General Moving Procedures	n/a	TFC	Tenant
B. Moving/Delivering Equipment or Furniture	Tenant	Tenant	Tenant

VI. EMERGENCY PROCEDURES	Financial	Procedural	Operational
A. General Guidelines	n/a	TFC	Shared
B. Point of Contact	n/a	Shared	Shared
C. Reporting an Emergency	n/a	TFC	Shared
D. Fire/Fire Control Systems	n/a	TFC	Shared
E. Medical Emergencies	n/a	Shared	Shared
F. Bomb Threat/Letter Bomb	n/a	TFC	Shared

VII. ADDITIONAL SERVICES AND PROGRAMS	Financial	Procedural	Operational
A. Building Modifications and Space Management	Tenant	Shared	TFC
B. Minor Construction Projects	Tenant	Shared	TFC
C. Building Directory/Signage	Tenant	Shared	TFC
D. Conference Room Scheduling	Tenant	Shared	Tenant
E. State Surplus Property	Tenant	Tenant	Shared
F. Deferred Maintenance/Capitol Projects	Shared	TFC	TFC
I. Energy Management/Utilities	Tenant	TFC	TFC

EXHIBIT C

TFC CONTRACT NO. 16-015-000

PROPERTY MANAGER JOB DESCRIPTION

EXHIBIT C

Property Manager Job Description

General Description: Performs routine (journey-level) property management duties for state-owned facility (or a complex of facilities) within the agency's inventory. Work involves managing and coordinating property operations, maintenance, and administrative functions. Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

Essential Duties:

- ◆ Serves as property manager for a large facility, or a complex of smaller facilities, that are within the agency's inventory.
- ◆ Develops and maintains professional tenant relations.
- ◆ Assists with oversight and coordination of tenant space management, renovations, and changes.
- ◆ Conducts property inspections of interior and exterior of facility/facilities.
- ◆ Creates/receives, prioritizes, distributes, and assures completion of work orders for improvements, repairs, or changes.
- ◆ Inspects the performance and work of contractors and agency staff.
- ◆ Coordinates scheduling and access for contractors and other facilities or services.
- ◆ Prepares weekly status reports and other reports to division management.
- ◆ Schedules and conducts Tenant Council meetings and acts as a liaison between the building tenant(s) and all agency programs.
- ◆ Responds to inquiries regarding facility management policies and procedures.
- ◆ Ensures all policies and procedures, pertinent laws and regulations are met, including the Americans with Disabilities Act (ADA), Texas Department of Licensing and Regulation (TDLR), Fire Code, and the agency Tenant Manual.
- ◆ May supervise the work of others.
- ◆ Performs related work as assigned.

Required Qualifications: (Minimum Qualifications)

Education and Experience:

- ◆ Graduation from an accredited four-year college or university with major course work in business administration or a related field.
- ◆ Two (2) years experience in commercial building property management or a related field.
- ◆ Education and experience may be substituted for one another on a year-for-year basis.

Knowledge, Skills and Abilities:

- ◆ Working knowledge of the principles and practices of property management.
- ◆ Knowledge of ADA, Building, and National Fire Codes,
- ◆ Knowledge of construction practices, including inspections and repairs.
- ◆ Knowledge of the agency's policies and procedures, state administrative rules.
- ◆ Knowledge of administrative practices and procedures.

- ◆ Skill in the use of personal computers and applicable programs, applications, and systems, including email, spreadsheet, word processing, and database software.
- ◆ Skill in coordinating technical activities with contractors.
- ◆ Skill in managing and working in a team environment.
- ◆ Skill in using effective organizational, time management and planning methods.
- ◆ Ability to establish goals and objectives;
- ◆ Ability to coordinate the work of others.
- ◆ Ability to maintain effective working relationships with peers, agency personnel, tenants, and the general public.
- ◆ Ability to provide customer service.
- ◆ Ability to supervise the work of others.
- ◆ Ability to communicate effectively, both orally and in writing.

Registration, Certification or Licensure:

- ◆ Building Owners and Managers Association (BOMA) Property Management Certification preferred.
- ◆ Valid State of Texas Class “C” driver’s license.

Physical Requirements and/or Working Conditions:

- ◆ This classification functions in a standard office environment.
- ◆ There are no unusual dangers involved.
- ◆ May be required to work hours other than normally-scheduled work hours.
- ◆ Will be required to maintain radio or cellular phone contact 24/7.
- ◆ Must have the ability to work flexible hours during Legislative Session.

EXHIBIT D

TFC CONTRACT NO. 16-015-000

MAINTENANCE SPECIALIST JOB DESCRIPTION

EXHIBIT D

Maintenance Specialist Job Description

General Description: Performs complex (journey-level) building maintenance and repair work. Work may involve maintaining and repairing buildings, utility systems, and stationary equipment; carpentry, locksmith, and remodeling; requisitioning materials and supplies; and maintaining records. Works under general supervision with moderate latitude for the use of initiatives and independent judgment.

Essential Duties:

- ◆ Performs maintenance and repair work, including plumbing, electrical, steam, air conditioning, and mechanical.
- ◆ Assists with repair work on fire control and HVAC control systems.
- ◆ Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, furniture, and locks.
- ◆ Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair.
- ◆ Maintains and repairs electrical outlets, control panels, switches, light fixtures, and accessories.
- ◆ Provides professional responses to building tenants, clients and staff as necessary.
- ◆ May schedule, coordinate, and oversee the work of contracted vendors.
- ◆ Operates a State motor vehicle in order to perform all essential functions.
- ◆
- ◆ Performs related work as assigned.

Required Qualifications: (Minimum Qualifications)

Education and Experience:

- ◆ Graduation from a standard senior high school or completion of GED.
- ◆ Two (2) years experience in a building trade or maintenance field.
- ◆ Education and experience may be substituted for one another on a year-for-year basis.

Knowledge, Skills and Abilities:

- ◆ Working knowledge of the repair, maintenance, and operation of buildings; of building materials, plumbing and electrical fixtures.
- ◆ Working knowledge of the efficient operation and maintenance of HVAC, electrical, and air conditioning systems.
- ◆ Working knowledge of preventative maintenance and repair work, including masonry, carpentry, and painting.
- ◆ Skill in the maintenance and repair of mechanical, electrical, plumbing, HVAC, carpentry, painting, fire alarm or control systems .
- ◆ Skill in the use of tools and equipment.
- ◆ Skill in handling multiple tasks.

- ◆ Ability to apply proper methods, techniques and procedures in the maintenance and repair of buildings and related equipment; and to perform maintenance.
- ◆ Ability to operate motor vehicle.
- ◆ Ability to provide customer service.
- ◆ Ability to follow instructions.
- ◆ Ability to communicate effectively, both orally and in writing.

Registration, Certification or Licensure:

- ◆ Valid State of Texas Class "C" driver's license.

Physical Requirements and/or Working Conditions:

- ◆ This position requires the ability to stoop, bend, lift, and stand for prolonged periods of time.
- ◆ Must be able to move 55 lbs. and, occasionally, 100 lbs. of products and materials.
- ◆ Must be able to work outdoors and in various weather conditions.
- ◆ Must be able to navigate uneven terrain and at various heights using ladders and lifts.
- ◆ Must be able to work flexible hours as needed.

EXHIBIT E

TFC CONTRACT NO. 16-015-000

SECURITY SPECIALIST JOB DESCRIPTION

EXHIBIT E

Security Specialist Job Description

General Description: Performs routine (journey-level) administrative support or technical program assistance work. Work involves processing photo identification badges, data entry, maintaining files and documentation. Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

Essential Duties:

- ◆ Processes and distributes security access cards and identification badges utilizing multiple systems.
- ◆ Maintains security access levels.
- ◆ Programs access cards for activation and/or deactivation.
- ◆ Serves as key, access card, and parking coordinator.
- ◆ Opens, edits, and researches work orders.
- ◆ Prepares, edits, and distributes correspondence, reports, studies, forms, and documents.
- ◆ Maintains custodial and badge making supply orders.
- ◆ Develops and maintains professional tenant relations; responds to telephone calls, correspondences and other customer service inquiries.
- ◆ Performs data entry and retrieval.
- ◆ Develops, coordinates and maintains records and filing systems.
- ◆ Communicates using Nextel radio or cellular phone.
- ◆ Performs general office tasks.
- ◆ May train others.
- ◆ Performs related work as assigned.

Required Qualifications: (Minimum Qualifications)

Education and Experience:

- ◆ Graduation from a standard senior high school or completion of GED.
- ◆ Two (2) years experience in administrative support work.
- ◆ College education in business administration or technical training in office administrative support or a related field may be substituted for experience on a year-for-year basis.
- ◆ Experience monitoring surveillance and access control systems. (Preferred)
- ◆ Experience reviewing and implementing security related post orders. (Preferred)

Knowledge, Skills and Abilities:

- ◆ Knowledge of office practices and administrative procedures.
- ◆ Skill in the use of standard office equipment.
- ◆ Skill in the use of personal computers and applicable programs, applications, and systems, including email and word processing software.
- ◆ Skill in proofreading and reviewing documents for clarity and consistency; and in detecting and resolving errors in data.

- ◆ Ability to handle multiple tasks.
- ◆ Ability to perform data entry and retrieval.
- ◆ Ability to prepare and maintain records, files, and reports.
- ◆ Ability to use cellular phone and Nextel radio communications.
- ◆ Ability to maintain effective working relationships with others.
- ◆ Ability to provide customer service.
- ◆ Ability to communicate effectively, both orally and in writing.

Registration, Certification or Licensure:

- ◆ None required.

Physical Requirements and/or Working Conditions: This position functions in a standard office environment. There are no unusual dangers involved.

Work Schedule:

- ◆ 8:00 am to 5:00 pm, Monday through Friday.
- ◆ Must be able to work flexible hours during a legislative session and as needed.

The above statements are not a complete list of all responsibilities, duties and skills held or performed by employees in this job. Employee may perform other related duties as assigned.

EXHIBIT F
TFC CONTRACT NO. 16-015-000
CONTRACT BUDGET

EXHIBIT F
Contract Budget

Trade	Estimated Budget
Administrative	\$ 5,200.00
Maintenance	\$ 96,125.00
Custodial	\$ 298,250.00
Landscape	\$ 23,300.00
Security	\$ 603,625.00
Utilities	\$ 835,500.00
In-House Labor	\$ 480,000.00
Parts	\$ 58,000.00
TOTAL	\$ 2,400,000.00