

TFC Contact No. 18-014-000
RFP No. 303-5-01116
Johnson Controls Fire Protection, LP
Amendment No. 1

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
INSPECTION, TESTING AND MAINTENANCE SERVICES
OF FIRE ALARM AND RELATED SYSTEMS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
JOHNSON CONTROLS FIRE PROTECTION, LP**

THIS AMENDMENT NO. 1 is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Johnson Controls Fire Protection, LP (hereinafter referred to as “Contractor”), located at 4700 Exchange Court, Suite 300, Boca Raton, Florida, 33431, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, on or about June 20, 2017, the parties entered into that one certain *Contract for Inspection, Testing and Maintenance Services of Fire Alarm and Related Systems between the Texas Facilities Commission and SimplexGrinnell, LP*; and

WHEREAS, on or about June 26, 2017, SimplexGrinnell, LP filed a Certificate of Amended Registration with the Texas Secretary of State in the name of Johnson Controls Fire Protection, LP; and

WHEREAS, pursuant to that filing, the parties desire to change the Contractor name to Johnson Controls Fire Protection, LP, and such other Contract information as is required pursuant thereto; and

WHEREAS, TFC has determined to modify Section 1.06(a.) of the Contract for administrative purposes; and

WHEREAS, subject to Contract Section 10.21, Entire Contract and Modification, such modifications may only be effected by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties agree to modify the Contract so that all references therein to “SimplexGrinnell,” are replaced with, “Johnson Controls Fire Protection, LP.”

2. The parties agree to modify the Contract caption by deleting the phrase, “SimplexGrinnell (hereinafter referred to as “Contractor”), located at 1608 Royston Lane, Building 1, Round Rock, Texas, 78664,” and replacing it with the phrase, “Johnson Controls Fire Protection, LP (hereinafter referred to as “Contractor”), located at 4700 Exchange Court, Suite 300, Boca Raton, Florida 33431.”

3. The parties agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.06 – MAINTENANCE AND DELIVERY RELEASE, Subsection (a.), by deleting Subsection (a.) in its entirety, and replacing it with Subsection (a.) as follows:

“(a.) TFC may, from time to time, request Contractor through a Service call, as defined in Section 1.05 of this Contract, to complete maintenance and repair services based on deficiencies documented during inspections and testing under this Contract or to effect repairs due to system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a “Delivery Release”). Such Delivery Releases are subject to the terms and conditions set forth in this Contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by TFC.”

4. The parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, SECTION 10.9, Notices, by deleting the contractor contact information and replacing it with the following contractor contact information:

“For Contractor: Johnson Controls Fire Protection, LP
Attention: Joe Hixon, Total Service Manager
1608 Royston Lane
Round Rock, Texas 78664
Telephone: (512) 634-1800
Email: joe.hixon@jci.com”

5. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Sections 9.15, and 9.16, respectively, which shall read in their entirety as follows:

“9.15. **PROHIBITION AGAINST BOYCOTTING ISRAEL.** In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

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9.16. **PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

JOHNSON CONTROLS FIRE PROTECTION, LP

DocuSigned by:
JOHN RAFF
By: _____
C29F7F24A756477...

DocuSigned by:
Joe Hixon, Total Service Manager, Johnson
By: _____
AC4601AC8E45480...

John S. Raff

Joe Hixon

Interim Executive Director

Total Service Manager

Date of execution: 06/27/2018 | 8:26 AM CDT

Date of execution: 06/27/2018 | 6:55 AM CDT

GC. 

Dir. 

D.E.D. 