

**AMENDMENT NO. 1  
TO THE  
AIR FILTER CHANGING SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
AIR RELIEF TECHNOLOGIES DBA TEX-AIR FILTERS**

**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 Air Relief Technologies dba Tex-Air Filters (hereinafter referred to as “Contractor”), located at 5757 East Rosedale, Fort Worth, Texas 76112, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, TFC has determined to modify Section 1.1(c) of the Contract for administrative purposes; and

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

WHEREAS, the parties have agreed that a new contract provision is required by legislation passed during the 85<sup>th</sup> Texas Legislative Session;

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

1. The parties hereby agree to modify SECTION 1.1 – SERVICE REQUIREMENTS, by deleting subsection (c) in its entirety, and replacing it with subsection (c) as follows:

“(c) TFC may, from time to time, request Contractor through a service call, to provide additional air filter changing services. Such requests for services shall be documented through a separate document (hereinafter referred to as a “Delivery Release”). Such Delivery Releases shall be 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. Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from this Contract. Upon receipt of a Delivery Release, Contractor shall respond to the TFC Contract Administrator, on site within forty-eight (48) hours, or within four (4) hours for emergencies. Contractor shall perform all work under a Delivery Release within the agreed upon timeframe; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to ten percent (10%) of total cost of the Delivery Release.”

2. Finally, the parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS by adding SECTION 9.15 – PROHIBITION AGAINST BOYCOTTING

ISRAEL and SECTION 9.16 – PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS 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.”

“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**

**AIR RELIEF TECHNOLOGIES DBA TEX-AIR FILTERS**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
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John S. Raff

Print Name: Patrick Rosenthal

Interim Executive Director

Title Print: Central Texas Regional Manager

Date of execution: 05/22/2018 | 3:29 PM CDT

Date of execution: 05/22/2018 | 2:23 PM CDT

GC.  \_\_\_\_\_

Dir.  \_\_\_\_\_

D.E.D.  \_\_\_\_\_