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AMENDMENT NO. 2
TO THE
CONTRACT
FOR CUSTODIAL SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WORKQUEST

THIS AMENDMENT NO. 2 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 Workquest (hereinafter referred to as "Contractor"), located at 1011 East 53 ½ Street, Austin, Texas 78751, to amend the original Contract between the Parties (hereinafter referred to as the "Contract"), as amended.

WHEREAS, on August 30, 2018, TIBH Industries, Inc., filed a Certificate of Amendment with the Texas Secretary of State, changing the company name to Workquest; and

WHEREAS, pursuant to that filing, the Parties desire to change the Contractor name to Workquest, and to modify such other Contract information as required pursuant thereto; and

WHEREAS, TFC has also determined to modify the Contract in order to make other changes as required by the Texas Legislature or by action of the State Auditor's Office; 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;

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 "TIBH," and "TIBH Industries, Inc.," are replaced with, "Workquest."

2. The Parties agree to modify ARTICLE II – TERM, by adding Subsection 2.02, as follows:

"2.02. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT.** In the event that the Contract is terminated for any reason, or upon its expiration, TFC shall retain ownership of all associated work products and documentation obtained from the Contractor under this Contract."

3. The Parties agree to modify ARTICLE VII – CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES, by adding Sections 7.05 through and including 7.09, which shall read in their entirety as follows:

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"7.05. **CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER GOVERNMENT CODE § 572.069.** Contractor certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving Contractor within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

7.06. **DISASTER RELIEF CONTRACT VIOLATION.** Under Sections 2155.006 and 2261.053, Texas Government Code, 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.

7.07. **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.

7.08. **EXCLUDED PARTIES.** Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

7.09. **SUSPENSION AND DEBARMENT.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration."

4. The Parties agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by deleting Subsection 9.15, Prohibition Against Boycotting Israel, and replacing it with the following:

9.15. "**ENTITIES THAT BOYCOTT ISRAEL**. Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this contract. Contractor shall state any facts that make it exempt from the boycott certification."

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5. The Parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, Subsection 10.02, HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS), by adding the following:

"Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(l)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan ("HSP") to include the Progressive Assessment Report ("PAR") compliance monitoring through a HUB Compliance Reporting System known as B2G. Contractor and Contractor's Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved."

6. The Parties agree to further modify ARTICLE X – MISCELLANEOUS PROVISIONS, Section 10.09, NOTICES, by modifying the Contractor Contact Information, as follows:

"For Contractor: Attention: Abby Monk
Workquest
1011 East 53 ½ Street
Austin, Texas 78751
Telephone: (512) 451-8145
Email: amonk@tibh.org"

7. The Parties agree to further modify ARTICLE X – MISCELLANEOUS PROVISIONS, by renumbering Section 10.21, Entire Contract & Modification, as Section 10.23, and by inserting Sections 10.21 and 10.22, so that the inserted Sections and the newly-numbered Sections read in their entirety, as follows:

"10.21. **ABANDONMENT AND DEFAULT.** If Contractor defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. 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.

10.22. **ANTITRUST AND ASSIGNMENT OF CLAIMS.** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. Contractor assigns to the State of Texas all of Contractor's rights, title, and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

10.23. **ENTIRE CONTRACT & MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire contract of the parties and such are intended as a complete and

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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."

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. 2 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

DocuSigned by:
By: Mike Novak
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 07/02/2019 | 4:47 PM CDT

GC NRG

Dir WJ

DED WJ

WORKQUEST

DocuSigned by:
By: Abby Monk
6BAE93A4A6154B7...

Abby Monk

Total Service Manager

Date of execution: 07/02/2019 | 4:28 PM CDT

RELIABLE FACILITY SERVICE

DocuSigned by:
By: Vandy Cameron
06120DCEF1C740B...

Vandy Cameron

President

Date of execution: 07/01/2019 | 6:12 PM CDT