

TFC Contract No. 18-040-000
Amendment No. 3
Champion National Security
RFP No. 303-7-01492

**AMENDMENT NO. 3
TO THE
CONTRACT FOR
UNIFORMED SECURITY OFFICER SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
CHAMPION NATIONAL SECURITY**

THIS AMENDMENT NO. 3 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 Champion National Security, located at 9101 Burnet Road, Suite 110, Austin, Texas 78758 (hereinafter referred to as “Contractor”) (hereinafter collectively referred to as the “Parties”) to amend the original Contract for Uniformed Security Officer Services, as amended (hereinafter referred to as the “Contract”).

WHEREAS, on September 1, 2017, the Parties entered into that one certain *Contract for Uniformed Security Officer Services Between the Texas Facilities Commission and Champion National Security*, TFC Contract No. 18-040-000, for the period September 1, 2017 through August 31, 2019; and

WHEREAS, the Parties subsequently entered into Amendments numbered 1 and 2; and

WHEREAS, subject to Contract Article II, Section 2.1, Term, and Contract Article X, Section 10.21, Entire Contract and Modification as that Section is re-numbered, below, the Parties now desire to exercise the option to extend the Term for the period September 1, 2019 through August 31, 2021, and to provide funding for services to be performed during that period; and

WHEREAS, on June 20, 2019, the TFC Commission approved such extension and funding; and

WHEREAS, TFC has determined to modify the Contract to include additional provisions, terms and conditions that have been adopted subsequent to the execution of the Contract and/or any Amendment(s) thereto, in order to reflect the will of the Texas Legislature or to comply with action(s) or requirement(s) of the State Auditor’s Office, the Office of the Attorney General, the Comptroller of Public Accounts, and/or any other authorizing entity of this state;

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

1. The Parties agree to modify ARTICLE II – TERM, Section 2.1, Contract Award, by deleting paragraph 2.1(a) in its entirety and replacing it with paragraph 2.1(a) as follows:

“2.1. **CONTRACT AWARD.** (a) This Contract shall be effective as of September 1, 2017 and shall have an initial Contract term of September 1, 2017 through August 31, 2019. The Parties, by executing this Amendment No. 3 hereby exercise their option to renew the Contract for the term beginning September 1, 2019 and

ending on August 31, 2021 (hereinafter referred to as the "Final Renewal Period"). No further renewal option is authorized. This renewal will be governed by the same provisions, terms and conditions as the Contract and its previously executed Amendment(s) and with any additional provisions, terms and conditions included in this Amendment No. 3."

2. The Parties agree to modify ARTICLE II – TERM, by adding Section 2.6, which shall read in its entirety, as follows:

"2.6. **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 III – CONSIDERATION, Section 3.1, Contract Limit and Fees and Expenses, by deleting Section 3.1 in its entirety and replacing it Section 3.1, as follows:

"3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) During the initial period of the Contract commencing September 1, 2017 and ending August 31, 2019, the total amount of fees to be paid under this Contract shall not exceed the sum of One Million Nine Hundred Sixty-Two Thousand Seven Hundred Ninety-Four and 72/100 Dollars (\$1,962,794.72). This amount includes the contract base fee for Fiscal Years 2018 and 2019 of One Million Eight Hundred Fifty-Four Thousand Nine Hundred Thirty-Three and 12/100 Dollars (\$1,854,933.12) and One Hundred Seven Thousand Eight Hundred Sixty-One and 60/100 Dollars (\$107,861.60) to cover any Additional Services as defined in Section 3.3., below. Any unobligated, unexpended balance of funding for the initial period of the Contract shall expire Saturday, August 31, 2019 at 11:59:59 PM.

(b) During the Final Renewal Period as defined in Section 2.1, above, the total amount of fees and expenses to be paid under this Contract shall not exceed the sum of Two Million One Hundred Eighty-One Thousand Four Hundred Eighty-Three and 20/100 Dollars (\$2,181,483.20). This amount includes the contract base fee for Fiscal Years 2020 and 2021 of Two Million One Hundred One Thousand Four Hundred Eighty-Three and 20/100 Dollars (\$2,101,483.20) and Eighty Thousand and No/100 Dollars (\$80,000.00) for Additional Services as defined in Section 3.3, below.

(c) For Fiscal Years 2020 and 2021 of the Contract pricing fees shall be invoiced in accordance with Exhibit C-1 – Compensation and Fees, attached hereto and incorporated herein to replace Exhibit C – Compensation and Fees of the Original Contract, as of September 1, 2019. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit C-1 – Compensation and Fees shall be

submitted to TFC for review and shall be approved by a written amendment signed by the Parties.

(d) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by this 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.”

4. The Parties agree to modify ARTICLE VIII–INSURANCE, INDEMNIFICATION AND LEGAL OBLIGATIONS, Section 8.1, Insurance, paragraph 8.1(a) by deleting paragraph 8.1(a) in its entirety and replacing it with paragraph 8.1(a), as follows:

“8.1(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 \$100,000.00 per disease, per employee. Workers’ compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(46). Pursuant to Texas Labor Code Section 406.096, certification in writing from Contractor and Contractor’s subcontractors shall be provided to TFC upon request and without expense.”

5. The Parties agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by deleting Section 9.14, Prohibition Against Boycotting Israel, and adding Sections 9.14 through and including 9.18, which shall read in their entirety as follows:

“9.14. **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.

“9.15. **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 PSP is on the above-referenced list the Agreement will be considered void or voidable and TFC will not be responsible to pay PSP for any work performed.

- 9.16. **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.
- 9.17. **EXCLUDED PARTIES.** Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- 9.18. **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.”
6. The Parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, by adding Paragraph 10.2(a), Requirement to Utilize HUB Compliance Reporting System, as follows:
- “10.2(a) **Requirement to Utilize HUB Compliance Reporting System.** Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(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.”
7. The Parties agree to further modify ARTICLE X – MISCELLANEOUS PROVISIONS, by re-numbering Section 10.21, **ENTIRE CONTRACT AND MODIFICATION** as Section 10.23, and by inserting Sections 10.21 and 10.22, so that the inserted Sections and the newly-numbered Section 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

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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 AND 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."

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

In Witness Whereof, the parties hereto have made and executed this Amendment No. 3 to the Contract to be effective as of September 1, 2019.

TEXAS FACILITIES COMMISSION

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of Execution: 08/02/2019 | 7:24 AM CDT

CHAMPION NATIONAL SECURITY

By: DocuSigned by:
Bobby Davis
70F0AACE50DC405...

Bobby Davis

VP, Business Development

Date of Execution: 08/01/2019 | 6:24 PM CDT

GC NRG

DIR WJ TD

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EXHIBIT C-1

COMPENSATION AND FEES

Respondent Name: Champion National Security, Inc.

A. Park 35 State Office Complex
12100 Park 35 Circle
Austin, TX

Security Guards

- (i) Lead Guard Hourly Rate: \$19.04
Lead Guard Overtime* Hourly Rate: \$28.56
Lead Guard Emergency** Hourly Rate: \$28.56
- (ii) Unarmed Commissioned Guard Hourly Rate: \$18.67
Unarmed Commissioned Guard Overtime* Hourly Rate: \$28.00
Unarmed Commissioned Guard Emergency** Hourly Rate: \$28.00
- (iii) Armed Commissioned Guard Hourly Rate: \$18.67
Armed Commissioned Guard Overtime* Hourly Rate: \$28.00
Armed Commissioned Guard Emergency** Hourly Rate: \$28.00

Vehicles – Monthly Rate

- (iv) Golf Cart/Electric Vehicle (required): \$325
- (v) Segway-Style Vehicle (optional): N/A

B. William P. Hobby State Office Building
333 Guadalupe St.
Austin, TX

Security Guards

- (i) Lead Guard Hourly Rate: \$19.04
Lead Guard Overtime* Hourly Rate: \$28.56
Lead Guard Emergency** Hourly Rate: \$28.56
- (ii) Unarmed Commissioned Guard Hourly Rate: \$18.67
Unarmed Commissioned Guard Overtime* Hourly Rate: \$28.00
Unarmed Commissioned Guard Emergency** Hourly Rate: \$28.00
- (iii) Armed Commissioned Guard Hourly Rate: \$18.67
Armed Commissioned Guard Overtime* Hourly Rate: \$28.00

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Exhibit C-1

Amendment No. 3

Armed Commissioned Guard Emergency** Hourly Rate: \$28.00

Vehicles – Monthly Rate

(iv) Golf Cart/Electric Vehicle (required): \$325.00

(v) Segway-Style Vehicle (optional): N/A

C. Security Supervisor (Salaried Position)

Monthly Fee: \$3219

Annual Fee (*Monthly Fee x 12*): \$38,626

*Overtime subject to prior TFC approval.

Emergency rates shall only be charged within the first 24 **calendar hours of service provision after receipt of request from TFC.

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Security Officer Schedule Contract No. 18-040-000

Exhibit C-1

Amendment No. 3

Park 35 Campus

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hourly rate	Weekly
Post A1 Lead	6a-6a 24.0	6a-6a 24.0	6a-6a 24.0	6a-6a 24.0	6a-6a 24.0	6a-6a 24.0	6a-6a 24.0	168.0	\$19.04	\$3,198.72
Post A2 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post A3 Day Rover		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post B1 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post B2/C2 Day Rover		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post C1 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post D1 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post D2/E2 Day Rover		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post E1 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post F1 Desk Officer		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Post F2 Day Rover		8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	8:00-5:00 9.0	45.0	\$18.67	\$840.15
Dist. 1&2 Day Rover weekend	7:45-5:15p 9.5	9.5					7:45-5:15p 9.5	19.0	\$18.67	\$354.73
Dist. 1 Night Rover	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	105.0	\$18.67	\$1,960.35
Dist. 2 Night Rover	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	5p-8a 15.0	105.0	\$18.67	\$1,960.35
	63.5	144.0	144.0	144.0	144.0	144.0	63.5			
								Weekly Hours	847.0	\$15,875.65

Monthly cost	\$ 63,502.60
Vehicles (2)	\$ 650.00
Supervisor 1/2	\$ 1,610.00
Total monthly cost estimate	<u>\$ 65,762.60</u>

Security Officer Schedule

WP Hobby Building, Garages L and N

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hourly rate	Weekly
Post A Lead Guard		7a-5p 10.0	7a-5p 10.0	7a-5p 10.0	7a-5p 10.0	7a-5p 10.0		50.0	\$ 19.04	\$ 952.00
Post B Lobby/Rover		4a-12p 8.0	4a-12p 8.0	4a-12p 8.0	4a-12p 8.0	4a-12p 8.0		40.0	\$ 18.67	\$ 746.80
Post C Officer Desk		7a-5p 10.0	7a-5p 10.0	7a-5p 10.0	7a-5p 10.0	7a-5p 10.0		50.0	\$ 18.67	\$ 933.50
Post D Day Rover		12p-6p 0.0	12p-6p 0.0	12p-6p 0.0	12p-6p 0.0	12p-6p 0.0		0.0		\$ -
Post E Officer Garage L		6a-3p 9.0	6a-3p 9.0	6a-3p 9.0	6a-3p 9.0	6a-3p 9.0		45.0	\$ 18.67	\$ 840.15
Post F Officer Garage N		6a-3p 9.0	6a-3p 9.0	6a-3p 9.0	6a-3p 9.0	6a-3p 9.0		45.0	\$ 18.67	\$ 840.15
Post G Night Rover	6p-6a 0.0	5p-12a 7.0	5p-12a 7.0	5p-12a 7.0	5p-12a 7.0	5p-12a 7.0	6p-6a 0.0	35.0	\$ 18.67	\$ 653.45
Post G Day Rover	6a-6p 0.0						6a-6p 0.0	0.0		\$ -
	0.0	53.0	53.0	53.0	53.0	53.0	0.0			
								Total Weekly Hours	265.00	\$ 4,966.05

Monthly cost	\$ 19,864.20
Vehicle	\$ 325.00
Supervisor 1/2	\$ 1,610.00
Total monthly cost estimate	<u>\$ 21,799.20</u>

	Base Services	Additional Services
Champion Contract P-35 24 months at \$65,762.60	\$ 1,578,302.40	\$ 40,000.00
Champion Contract WPH 24 months at \$21,799.20	\$ 523,180.80	\$ 40,000.00
ADD: DR Additional services funding 20k per site per year		
	<u>\$ 2,101,483.20</u>	<u>\$ 80,000.00</u>
Total Contract FY 20/21	<u>\$ 2,181,483.20</u>	