



## REQUEST FOR PROPOSALS (RFP)

**Leased Office Space, Crockett**

**NUMBER: 3202300025A**

**TEXAS WORKFORCE COMMISSION**

**101 East 15<sup>th</sup> Street  
Austin, Texas 78778-0001**

**Responses to this solicitation must be received no later than:  
August 29, 2022 at 2:00 PM Central Time (CT)**

**Reference the Title and RFP No. and the submission deadline date and time, in the subject line of the  
emailed proposal.**

TEXAS WORKFORCE COMMISSION  
ELECTRONIC RESPONSE SUBMISSIONS EMAILED TO:

[VendorProposals@twc.texas.gov](mailto:VendorProposals@twc.texas.gov)

Pursuant to the Provisions of Texas Government Code §§2156.121 – 2156.127, and Texas Comptroller of Public Accounts rules and regulations adopted thereunder proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TWC INVOICE ADDRESS	REFER INQUIRIES TO:
TEXAS WORKFORCE COMMISSION Accounts Payable (appo@twc.texas.gov) cc: Contract Administration Unit cmu.contract.management@twc.texas.gov 101 E. 15 <sup>th</sup> Street, Room 446 Austin, TX 78778-0001	TEXAS WORKFORCE COMMISSION Fred Warner, CTPM E-Mail: vendorproposals@twc.texas.gov

All requests for information will result in written responses sent to all Respondents known to the TWC.

All proposals shall become the property of the State of Texas upon receipt.

NOTE: Failure to sign offer at the "Execution of Proposal" will result in disqualification of the proposal.

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

**LEASE OFFICE SPACE IN  
TWC – RFP NO. 3202200025A**

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**LEASED OFFICE SPACE, CROCKETT  
TWC – RFP NO. 3202300025A**

**A. PURPOSE**

Texas Workforce Commission (TWC) is soliciting responses for leased space (to include property taxes, building insurance, facilities maintenance expenses, landscaping, utilities and janitorial services) suitable for up to 3 employees, for office space with approximately 1,930 up to 2,500 usable square feet. The proposed facility must be located within the city limits of Crockett, or the 75835-zip code or within an area that is in a zip code adjacent thereto.

TWC prefers responses offering a full-service gross lease to include property taxes, building insurance, facilities maintenance expenses, landscaping, utilities and janitorial services. However, TWC will consider all net lease options submitted (to include property taxes, building insurance, facilities maintenance expenses and landscaping). Proposals including a full-service gross lease will be automatically awarded 5 points.

**B. GENERAL INFORMATION**

**Authorized Procurement Contact:** The individuals listed below may be emailed for clarification of this RFP solicitation and the response submission process. No authority is intended or implied that the specific requirements of this RFP may be amended, or alternates accepted prior to submission deadline without written approval of TWC.

Fred Warner, CTPM  
[vendorproposals@twc.texas.gov](mailto:vendorproposals@twc.texas.gov)

**Respondent questions regarding this RFP:**

Submit questions no later than August 18, 2022 at 5:00 PM Central Time (CT). Include the RFP Section and Page number to which each question applies.

TWC will post all Questions & Answers and, if appropriate, an Amended RFP to the Electronic State Business Daily (ESBD) by August 25, 2022 at 5:00 PM CT.

**Other Communication:** Communication with any TWC personnel regarding this RFP other than the Authorized Procurement Contact listed is prohibited. Failure to follow this provision may be grounds for disqualification. Respondents desiring further information or interpretation of this RFP (including clarification of discrepancies or omissions) must submit questions in writing to the Authorized Procurement Contact. Telephone inquiries will not be acceptable.

**Proposal Submission:** You must Submit your Proposal electronically by e-mail to [VendorProposals@twc.texas.gov](mailto:VendorProposals@twc.texas.gov). **Reference the Title and RFP No. and the submission deadline date and time, in the subject line. Hard copies received will not be accepted or reviewed.**

Proposals received after the submission deadline will be disqualified.

**TWC is not responsible for proposals emailed late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.**

**Submission Detail:**

Required submission format and number of copies for each proposal:

- a. Proposal Due Date: Proposals are due no later than **August 29, 2022** at 2:00 PM CT.
- b. Should the Respondent indicate a full-service gross lease, they must include the cost as requested on the Attachment IV- Cost Worksheet. Responses submitted without this information may be

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rejected. TWC reserves the right to request clarification from respondents that do not include this information and depending on the reason(s) for omission, may accept or reject the response.

Proposal Contents and Organization. Submit (1) original electronic copy, organized as follows:

- Attachment II – TITLE PAGE
- Attachment III – EXECUTION OF PROPOSAL
- Attachment IV – COST WORKSHEET
- Attachment V – LEASE SPECIFICATIONS, including one (1) full year of all utility bills
- Attachment VI – PROPOSED EXCEPTIONS TO LEASE SPECIFICATIONS

Proposal Contents and Organization. Submit (1) original electronic copy, organized as follows

**Should the electronic file attached via email be larger than 50MB, submit your response in multiple emails, indicating the number of emails in the subject line, following the required Title, RFP number, deadline date and time.**

**Example: Lease Space, 320230025, 8/29/2022 2:00 PM CT, Email 1 of XX.**

**TWC is not responsible for responses received late, illegible, incomplete, corrupted, or otherwise considered disqualified due to failure of electronic equipment or operator error.**

**Procurement Schedule:**

The following table includes critical pre-award events for the procurement. All dates are subject to change at TWC's discretion.

Procurement Schedule	
RFP release date	August 15, 2022
Respondent's questions due	August 18, 2022, 5:00 PM CT
TWC posts responses to Respondent's questions	August 25, 2022, 5:00 PM CT
Responses due	August 29, 2022, 2:00 PM CT
Anticipated contract start date	November 1, 2022

**C. CONTRACT TERM AND RENEWAL OPTIONS**

**Contract Term:** The proposal must include a lease term proposal for an initial term to commence on November 1, 2022 or date of award and expire on October 31, 2027. At the end of the initial term, TWC will have the option to renew the term of the contract for one (1) additional term of up to five (5) years.

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, TWC consolidation of offices, or any other disruption of current appropriations, provisions of the Termination Article in the Lease shall apply.

**D. DEFINITIONS**

ADA – Americans with Disabilities Act

Addendum – A modification issued by TWC of specifications stated in this RFP.

Best and Final Offer (BAFO) – a means by which TWC can request revised terms and pricing from Respondents.

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ESBD - Electronic State Business Daily – the designated website that state agencies, universities, and municipalities use to post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is <http://www.txsmartbuy.com/esbd>

Lessor – A person or entity who owns or controls real property that is the subject of a lease agreement conveying rights of use and possession in exchange for payment of funds

Respondent – An individual, partnership or corporation that responds to this RFP.

RFP – Request for Proposals

TAS – Texas Accessibility Standards of the Texas Architectural Barriers Act, Texas Government Code, Chapter 469

TWC – Texas Workforce Commission

Lessee – Texas Workforce Commission,

**E. SPECIFICATIONS**

Refer to detailed specifications in Attachment V.

**F. HUB PARTICIPATION**

TWC requires, as a condition of an award, that Respondents comply with Texas Government Code (TGC) Chapter 2161, Subchapter F and TWC's HUB Plan relating to the State's program on Historically Underutilized Businesses (HUBs). Respondents must comply with TWC HUB Subcontracting Plan (HSP) Procedure. If the section below is marked "Yes," Respondents must complete the HSP documents and submit them as part of their response to this RFP. If awarded, the Awarded Vendor will be required to submit a monthly compliance report (**Prime Contractor Progress Assessment Report – PAR**) to TWC.

TWC has determined that there are subcontracting opportunities for this project in the area of completion of service. ☐ Yes ☒ No

TWC identified potential subcontracting opportunities in the following trade areas.

NIGP Codes: **910-39 Janitorial and Custodial Services. 990-46 Guard and Security Services.**

Upon review of the RFP, TWC HUB Coordinator has determined the respondent(s), to this solicitation, will have existing contracts in place for Janitorial/Custodial Services and Guard/Security Services. In compliance with TGC § 2161.252 TWC has determined that subcontracting is not probable. TWC adheres to the administrative rules, policies, and forms developed by the agency relating to HUBs. This RFP does not require Respondents to complete an HSP. For more information about the HUB program at TWC, contact TWC HUB Outreach Coordinator at: [TWCHUBInfo@twc.texas.gov](mailto:TWCHUBInfo@twc.texas.gov)

**G. DESCRIPTION OF PROCUREMENT PROCESS AND ELIGIBLE RESPONDENTS**

**Eligible Proposal:** TWC will only consider for award those proposals that are complete and submitted by email on or before the submission deadline date and time.

**Eligible Respondents:** TWC publicizes the solicitation by emailing the RFP to all Vendors identified in the **Class/Item Category: 971-08 & 971-45** on the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List (CMBL) and by posting the solicitation on the ESBD, which can be accessed at <http://www.txsmartbuy.com/esbd> (the entire RFP and any addenda can be found at this site). A member of the legislature, an executive or judicial officer elected in a statewide election, or a business entity in which the legislator or officer has a substantial interest may not lease any office space to a state agency in accordance with Texas Government Code, § 572.0579.

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**Withdrawal of Proposal:** A proposal may be withdrawn at any time prior to the selection announcement date by writing to the Authorized Procurement Contact identified in the RFP.

**Amendment of Proposal:** A proposal may be amended at any time after submission but prior to the due date by e-mailing the Authorized Procurement Contact.

**H. PROPOSAL REQUIREMENTS**

In accordance with Texas Government Code, Section 2167.003, TWC will give first consideration to structures that have been designated as Recorded Historic Landmarks, listed on the National Register of Historic Places, or have been designated landmarks by the local governing authority. Please indicate on the face of proposal submittal form if the space offered meets these requirements.

**1. Respondent Information**

- a. Organization's Legal Name;
- b. Form of Ownership (if partnership, identify each partner);
- c. Physical address (if partnership, include address of each partner);
- d. Mailing address (if partnership, include address of each partner);
- e. Telephone and facsimile number;
- f. E-mail address of company's primary contact; and
- g. A list of all litigation that your company has been involved in within the last three (3) years, including the cause number, parties, court, whether pending or final, and resolution, if any. If the company has been in existence less than three (3) years, identify litigation involving owners and management.

**2. Relevant Experience**

- a. Provide a summary of qualifications including commercial development experience and commercial property management experience;
- b. Provide a summary of real properties currently owned and/ or managed; and
- c. Provide resumes of key management personnel.

**3. References**

- a. Provide a minimum of three (3) references from current tenants (other than TWC), including names, company information and telephone numbers; and
- b. Provide information regarding any experience with the Texas Workforce Commission (TWC) or Texas Facilities Commission.

**4. Condition of Facility/Property** Provide a description of the condition of facility/property offered, including the following:

- a. The current /previous use versus proposed use;
- b. Age of facility offered;
- c. General condition of building/property;
- d. Security for parking and building/property;
- e. Proof of TAS and ADA compliance;
- f. Description of any asbestos, mold or other hazardous abatement in the past 5 years; and
- g. A copy of all utility bills for the past 12-month period.

**5. Ownership/Control**

TWC will NOT accept any proposal without a specific legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE (1) location may

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be submitted per proposal package. If submitting multiple locations/properties in response to a single solicitation, each multiple location/property must be in a separate envelope marked with the solicitation number, Respondent name and address, and the solicitation opening date and time. The proposal must include the following to support ownership:

- a. A legible copy of a recorded deed showing the name(s) of the owner(s) and legal property description. The name(s) of the owner(s) must match the names of the Respondent(s) or the principal if Respondent is acting as an agent. The recorded deed must include the legal description of the property offered.
  1. If the legal description in the deed does not describe the property offered (because of re-subdivision or other reasons), Respondent shall attach a current legal description of the specific property and a plat map clearly identifying the specific property.
  2. Respondent must provide a copy of a city or county map indicating the location of the building/site offered.
  3. Proof of legal authority to act on behalf of an owner must be submitted.
  4. A proposal submitted by a Respondent acting as an agent on behalf of an owner (principal) MUST include a copy of the legally enforceable document, acceptable to TWC identifying the principal, and scope and duration of the agreement between the agent and the principal.
5. All owners or potential owners of the property must be disclosed.

6. Site Plan

Respondent must provide a copy of the proposed site plan. The site plan must show the footprint of the building and the parking lot, as well as the proposed accessible route(s) into the property and between the building and parking lot, as applicable.

7. Location

Respondent must provide a copy of a city map indicating the location of the building/site offered. Points will be awarded based on suitability to TWC purposes, including such considerations as the compatibility of the surrounding business community, proximity to public transportation, whether neighboring uses will interfere with TWC operations (for example, excessive noise and ease and efficiency of operations.)

8. Property Management Program

Describe in detail the property management program for the proposed office space, including whether management staff are on-site or off-site, hours of availability, routine maintenance plan, and organizational information outlining the roles and responsibilities of key staff positions in the property management program.

9. Proposed Floor Plan and Facility Features

Describe the facility, the hours of operation, and security features. Submit the proposed floor plan, and address in detail all the requirements for the lease space as outlined in Exhibit B, Floor Plan, with approximate usable square feet, total number of parking spaces, and number of handicapped parking spaces.

10. Attachment II, Title Page – shall be signed and returned with the response; failure to do so shall result in disqualification.



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11. Attachment III - Execution of Proposal shall be signed and returned with the response; failure to do so shall result in disqualification.
12. Attachment IV, Cost Worksheet - Respondent must indicate the costs for one full year of janitorial services, security services, and all utility expenses. Proposals submitted without this information may be rejected. TWC reserves the right to request clarification from Respondents that do not include this information and depending on the reason(s) for omission, may accept or reject the proposal.

**I. SCREENING AND EVALUATION CRITERIA**

Proposals are reviewed to determine if they are responsive. For a proposal to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The proposal must have been submitted by the due date and time.
2. The proposal must be complete with required signatures.
3. The proposal must contain all information as instructed in this RFP.
4. The proposal must be submitted in the format described in the RFP.
5. All required attachments must include signatures and be part of the proposal.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. TWC may exclude from further consideration for selection any non-responsive proposal or portion of a proposal.

The source of information for evaluation is the signed proposal. All information conveyed in the proposal is subject to validation by TWC. Information obtained by TWC during validation may be considered in the final evaluation; however, this is not intended to suggest that additional information will always be requested. Therefore, the original response should be complete, consistent, concise, and correct.

**Proposal Evaluation**

TWC will use a formal evaluation process to select the successful Respondent(s). TWC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by technical discussions, oral presentations, site visits, demonstrations, and/or references contacted by TWC. TWC reserves the right to contact individuals, entities, or organizations that have had dealings with the Respondent or proposed staff, whether or not identified in the proposal.

Any exceptions or deviations by the Respondent to Attachment 1, TWC Terms & Conditions, may make the offer unacceptable for award without discussion.

**If a Respondent proposes exceptions to Attachment I, Terms & Conditions or Attachment V, Lease Specifications, TWC may make an award without discussion to another Respondent that did not take exceptions to the Terms & Conditions or Specifications. At a minimum, proposals that have exceptions will have points deducted from the scoring item.**

- a. No exceptions taken = 0 points
- b. Few exceptions taken = negative 3 points
- c. Many exceptions taken = negative 5 points

**BEST VALUE TO TWC**



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An award will be made based upon what TWC considers to be the offer that provides the best value to TWC. TWC will consider factors including, but not limited to, the following best value criteria:

- (1) the cost of the lease contract;
- (2) the condition and location of lease space;
- (3) access to public transportation;
- (4) parking availability;
- (5) security;
- (6) telephone/cell phone service availability;
- (7) indicators of probable Respondent performance under the contract, such as the Respondent's financial resources and the Respondent's experience, and the property management program;
- (8) compliance with the architectural barriers law, Chapter 469, Texas Government Code; and,
- (9) other factors that TWC determines to be relevant to its decision, such as dates of availability, build-out requirements, and suitability of neighboring business to government services' customers.

**EVALUATION CRITERIA**

Evaluation of proposals will be based on the following criteria and corresponding relative weights.

<b>Evaluation Criteria</b>	<b>Weight</b>
Demonstrated Experience	15
Price	40
Property Management Program	10
Location /condition	20
Parking	5
*T&C Exception	0
Security	5
Full-Service Gross Lease	5
<b>Total</b>	<b>100</b>

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. In compliance with the provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, and 2262.055(d), information obtained from the Texas Comptroller of Public Accounts Vendor Performance Tracking System (VPTS) may be used in evaluating responses to determine the best value for the state.

TWC will review Respondent performance in the VPTS maintained by the Comptroller, for all the Respondents submitting a proposal. Poor performance may disqualify your proposal. TWC may exclude from further consideration for selection any non-responsive proposal or portion of a proposal.

- a. TWC will review Respondent performance using CPA Portal, <http://www.txsmartbuy.com/vpts>
- b. Grade A-B or no results found = 0 points
- c. Grade C = negative 5 points

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- d. Grade D or below = subject to be disqualified

**Competitive Range Determinations**

TWC may determine that certain proposals receiving the highest or most satisfactory evaluations are within the competitive range for further consideration. TWC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

**Discussions with Respondents**

Discussions may be carried out with Respondents that are within the competitive range, after which revised proposals may be requested. Discussions may be conducted for purposes of:

- a. clarifying and discussing any aspect of a proposal.
- b. obtaining clarification of proposal ambiguities.
- c. requesting modifications to a proposal.
- d. providing instructions for submitting a revised proposal.

TWC may select a proposal for award without any discussions or may elect to hold discussions with only the single most highly qualified Respondent.

**Best and Final Offers**

TWC may, but is not required to, permit Respondents to prepare one or more revised offers. For this reason, Respondents are encouraged to treat their original proposals, and any revised offers requested by TWC, as Best and Final Offers (BAFO).

**Selection and Award Announcement**

Evaluators will review and score proposals based on the evaluation criteria in the RFP using only the information provided in the written proposal. The final scores will serve as the primary basis for selection of proposal. The results are advisory in nature and not binding to TWC. TWC reserves the right to make selections based solely on the final scores or to consider other factors determined by TWC to be relevant to its decision on the best value to the state and TWC.

TWC may elect to award a contract with or without discussions with the Respondent. Should a contract be awarded without discussions, the award will be based on the Respondent's proposal, which constitutes a binding offer by the Respondent. To receive a contract, the Respondent must accept any additional or special terms and conditions listed in the contract and any proposed and accepted changes to the proposal as submitted.

TWC will post the contract award decision on the Electronic State Business Daily at [www.txsmartbuy.com](http://www.txsmartbuy.com) after the award(s) are finalized. TWC staff will notify unsuccessful Respondents in writing following execution of the contract.

No public disclosures or news releases pertaining to the RFP or any resulting contract shall be made without the prior written approval of TWC.

Any amendment to a contract awarded under this RFP is required to be within the scope of the original proposal, resulting contract, and this RFP. A substantial change in the scope of services through amendment to the contract will not be allowed.

## ATTACHMENT I

### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

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By responding to the solicitation or fulfilling the awarded Purchase Order (PO), the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Workforce Commission (TWC) purchase. Only mutual written exceptions will be valid. Where a purchase is made without the Invitation for Bids (IFB), Request for Offers (RFO) or Request for Proposals (RFP) process, IFB/RFO/RFP, equates to "Purchase Order" and "Bidder/ Offeror/Proposer/Respondent" equates to "Vendor." Any specification in the solicitation that conflicts with these standard terms and conditions takes precedence. All references to "days" shall be calendar days unless specified otherwise.

**\*\*\*NOTE TO VENDORS: Any terms and conditions attached to a vendor's solicitation response will not be considered unless the Vendor specifically refers to them on the face of the first page of its response.**

**\*\*\*WARNING: Such terms and conditions may result in disqualification of the submitted Vendor's response (e.g., responses with a requirement to apply the laws of a State other than Texas.)**

#### SOLICITATION RESPONSE REQUIREMENTS

- 1.1. **Written Specifications:** TWC will not be bound by any oral statement or representation contrary to the written specifications contained in the solicitation.
- 1.2. **Incomplete Responses:** Late, illegible, incomplete and/or unsigned responses may be deemed non-responsive and may not be considered.
- 1.3. **Freight:** Prices quoted are to include freight prepaid, F.O.B. Destination (Free on Board). Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.
- 1.4. **Firm Pricing:** Prices submitted are expected to be firm for TWC acceptance for ninety (90) days from the solicitation deadline. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts submitted will be taken if earned. Prices must remain firm for the duration of the term of the PO/contract.
- 1.5. **Ties:** In the case of tie bids, the award will be made in accordance with the preferences listed under 34 Texas Administrative Code (TAC) §20.306.
- 1.6. **Preferences:** In making an award, TWC shall apply the preferences listed at 34 TAC §20.306. For purchase or lease of computer equipment TWC shall apply a preference for manufacturers that have a computer recycling program as described in 1 TAC §217.11.
- 1.7. **Bid Alteration/Withdrawal:** A submitted response to a solicitation cannot be altered or amended after the solicitation deadline, except by formal negotiation via the RFO/RFP processes. Any alteration made before the solicitation deadline is to be initialed by Vendor or the Vendor's authorized agent. Vendors are not allowed to withdraw their submitted response after the solicitation deadline without approval by TWC.
- 1.8. **Rejection of Bids:** In accordance with Texas Government Code §2156.008, TWC reserves the right to reject a bid in which there is a material failure to comply with specification requirements. TWC may reject all bids or parts of bids if the rejection serves the State's best interest.
- 1.9. **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **Other Entities:** TWC requests that the Vendor extend the same contract prices and conditions to Local Workforce Development Boards (LWDB) and Child Care Management Services (CCMS) entities contractually linked with TWC, if awarded the contract.
- 1.11. **Identify All Parties:** TWC requires all business partners, equipment, support or maintenance providers who will perform under an awarded contract to be identified prior to contract award.

## ATTACHMENT I

### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

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for TWC approval. Substitutions of providers shall be submitted in writing for TWC approval during the term of the agreement.

- 1.12. **No Travel:** TWC will not reimburse a Vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.

#### GENERAL CONDITIONS

- 1.13. **Certain Construction Liability Claims.** TWC will comply with the provisions of Texas Government Code, Chapter 2272 in the event that a claim for damages arises to which that chapter applies.
- 1.14. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any or all damage done by its employees, agents and subcontractors to TWC grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the contract.
- 1.15. **Disclosure of Information:** TWC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to this procurement.
- 1.16. **Texas Public Information Act:**
- 1.16.1. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act").
- 1.16.2. All information submitted in response to the solicitation is subject to public disclosure pursuant to the Public Information Act. In the event of a request for information pertaining to the solicitation, TWC will comply with the provisions of the Public Information Act to protect the interests of the State of Texas. The Public Information Act allows the public to have access to information in the possession of a governmental body. Therefore, the Vendor must clearly identify any confidential or proprietary information on the page on which it appears in the solicitation response and reference the specific exception to disclosure in the Public Information Act that applies. Proprietary information identified by the Vendor in advance will be kept confidential to the extent permitted by state law. Any information not clearly identified as confidential or proprietary shall be deemed to be subject to disclosure pursuant to the Public Information Act.
- 1.16.3. All information, documentation and other material in connection with the solicitation or any resulting contract will be retained by TWC for the period specified in the Records Retention Schedule created under Texas Government Code, Chapter 441. The information will not be returned to the Vendor who submitted it during the retention period time.
- 1.16.4. In accordance with Texas Government Code § 2252.907, Vendor is required to make any public information created or exchanged with the State pursuant to any contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TWC.
- 1.17. **Award of Contract:**
- 1.17.1. Responding to a solicitation is an offer to contract with the State based upon the terms, conditions, and specifications contained in the solicitation. Submitted responses do not become contracts unless and until they are accepted, and an award is made by TWC Procurement and Hub-Services and a PO or a fully executed contract is issued to the Vendor.
- 1.17.2. TWC reserves the right to negotiate price and terms with any and all Vendors, to

## ATTACHMENT I

### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

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accept or reject all or any part of a Vendor's response, waive minor technicalities, to request Best and Final Offers from all or any Vendors, and make an award that represents Best Value to the agency or the State.

1.17.3. Subsequent to award, TWC may, at its sole option, request the Vendor to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.

1.17.4. TWC reserves the right to use a third party to negotiate price related to any Information Technology solicitation or contract.

1.17.5. TWC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

1.18. **Vendor Assignments:** No assignment is permitted by the Vendor without prior written consent of TWC. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by TWC, assignment will not release Vendor from its obligations pursuant to the contract. TWC will comply with the provisions of Texas Government Code §2262.056, when applicable, by providing notice to the Legislative Budget Board of a proposed assignment prior to approval of the assignment.

1.19. **TWC Assignments:** TWC may sub-lease or assign equipment and related services provided via the contract to other entities which contract with TWC to provide agency support or services.

1.20. **INDEMNIFICATION:**

1.20.1. **ACTS OR OMISSIONS: VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

1.20.2. **INFRINGEMENTS: VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**

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- 1.20.2.1. **VENDOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (1) USE OF THE PRODUCT OR SERVICE BY TWC FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (2) ANY MODIFICATION MADE BY TWC TO THE PRODUCT WITHOUT VENDOR'S WRITTEN APPROVAL, (3) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE VENDOR PURSUANT TO TWC'S SPECIFIC INSTRUCTIONS, (4) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TWC, OR (5) ANY USE OF THE PRODUCT OR SERVICE BY TWC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.**
- 1.20.2.2. **IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TWC PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TWC, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (1) PROCURE FOR TWC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (2) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALITY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TWC'S USE IS NON-INFRINGEMENT.**
- 1.20.3. **TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY:**
  - 1.20.3.1. **VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TWC SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
  - 1.20.3.2. **VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE**

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#### TO EACH OTHER OF ANY SUCH CLAIM.

- 1.21. **Vendor Performance:** In accordance with Texas Government Code §§2155.074, 2155.075, 2156.007, 2157.003 and 2157.125, Vendor performance may be used as a factor in the award.
- 1.22. **Force Majeure:** TWC may grant relief from performance of an awarded contract or PO, or extend a performance period, if the Vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault of the Vendor. If the Vendor requests the relief, the burden of proof for the need of such relief shall rest upon the Vendor, who must file a written request for such release or extension. If TWC grants such relief due to circumstances known by the agency, the agency must document such reasons in the contract file.
- 1.23. **Dispute Resolution Procedures:**
  - 1.23.1. **Procurement Disputes:** In accordance with Texas Government Code, §2155.076, TWC has adopted rules for resolving vendor protests relating to the solicitation, evaluation or award of a contract for goods and/or services. See 40 Tex. Admin. Code, Chapter 800, subchapter H. Such protests must be made via certified mail and received in the Director of Business Operations' office within ten (10) business days from the date the protestant knew or should have known of the occurrence of the action that is protested, but not later than ten (10) business days of the date of the announcement of the award. The protest must be in writing and contain: (1) the identifying name and number of the Solicitation being protested; (2) identification of the specific statute or regulation that the Protester alleges has been violated; (3) a specific description of each act or omission alleged to have violated the statutory or regulatory provision identified above in (2) above; (4) a precise statement of the relevant facts including: (A) sufficient documentation to establish that the protest has been timely filed; and (B) a description of the resulting adverse impact to the Protester; (5) a statement of the argument and authorities that the Protester offers in support of the protest; (6) an explanation of the action the Protester is requesting from the Agency; and (7) a statement confirming that copies of the protest have been mailed or delivered to any other Interested Party known to the Protester. (8) The protest must be signed by an authorized representative for the Protester and the signature notarized. TWC will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law.

TWC will provide copies of these documents upon payment of the fees adopted by TWC for record duplication. The Director will issue the final written decision to the protestor. TWC may move forward with a Solicitation or contract award without delay, in spite of a timely filed protest, to protect the best interests of the Agency or the state.
  - 1.23.2. **Contract Disputes:** Disputes arising under this Contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.
- 1.24. **Debt to the State:** Vendor agrees that any payments due under this contract will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 1.25. **Hold-Over Contract Extension:** In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Vendor and accepted by TWC, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. During the hold over extension period, service costs shall be provided at the pro-rated rates, as applicable, in effect immediately prior to expiration of the original contract period and all other terms and conditions shall remain in effect. TWC may terminate such hold over extension period by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.



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- 1.26. **Records Retention:** Vendor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. If Vendor chooses not to preserve contracting information for the retention period required by this section, Vendor agrees to provide at no cost to TWC all contracting information related to the Contract that is in the custody or possession of Vendor or any of its subcontractors.
- 1.27. **Agency's Right to Audit:** Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to this Contract, including but not limited to work papers, reports, books, records, and supporting documents. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for the purposes of inspecting, monitoring, auditing, or evaluating by TWC and any authorized agency of the State of Texas, including an investigation of audit by the State Auditor.
- 1.28. **State Auditor:** Vendor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Vendor's failure to comply with this Section shall constitute a material breach of Contract and shall authorize TWC and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code §2262.154, the acceptance of funds by Vendor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract shall constitute acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Vendor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the director of the legislative audit committee, an entity that is 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.
- 1.29. **Limitation on TWC's Liability:** TWC will not be liable for any incidental, indirect, special, or consequential damages under contract, tort, (including negligence), or other legal theory. TWC's liability to Vendor under the contract will not exceed the total charges to be paid by TWC to Vendor under the contract.
- 1.30. **State Ownership:** The Parties agree that TWC will own all right, title and interest in and to the work products including deliverables, source and object code and documentation developed by the Vendor in connection with the contract.
- 1.30.1. All work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of TWC for purposes of copyright law and copyright will belong solely to TWC.
- 1.30.2. To the extent that any such work product or deliverable does not qualify as a work made for hire under applicable law, and to the extent that the deliverable or work product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Vendor agrees to assign, and hereby assigns, all right, title, and interest in and to the work products and deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to TWC.

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- 1.30.3. Vendor will assist TWC or its nominees (including but not limited to the State of Texas) to obtain copyrights, trademarks, or patents for all such work products or deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer to TWC all the right, title, and interest in and to such work products or deliverables. Vendor agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.
- 1.30.4. Vendor agrees to reproduce and include TWC's copyright and other proprietary notices and product identifications provided by Vendor on such copies, in whole or in part, or on any form of the work products or deliverables.
- 1.31. **License:** In accordance with 2 C.F.R. §200.315, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to use for State or Federal purposes all materials, deliverables and work products, including software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the contract, including but not limited to those materials covered by copyright, all source and object code, instructions, files, and documentation composing the system.
- 1.32. **Most Favored Customer:** If during the term of the contract, the Vendor enters into another contract with any customer for substantially similar services at prices more favorable than those provided to TWC, the contract may be amended to provide the more favorable prices to TWC.
- 1.33. **Governing Law and Venue:** The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas, without regard to the conflicts of law provisions. Vendor agrees that proper venue for a claim arising under the contract shall be brought in a court of competent jurisdiction in Travis County, Texas.
- 1.34. **Survival:** Expiration or termination of the contract for any reason does not release Vendor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 1.35. **Severability:** If any provision of the contract is construed to be illegal or invalid, such provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into the contract, but all other provisions shall remain in full force and effect.
- 1.36. TWC and the Vendor must adhere to the directions in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism. This Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>
- 1.37. **No Waiver:** Nothing in this contract shall be construed as a waiver of the TWC's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the TWC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TWC or the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TWC does not waive any privileges, rights, defenses, or immunities available to TWC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

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- 1.38. **Redacted Electronic Copy:** Texas Government Code §322.020 and as per the following requirements, no later than two (2) business days after Vendor's receipt of notice from TWC, the Vendor must deliver to TWC two (2) electronic copies of its complete proposal. Vendor shall deliver these electronic copies to TWC via overnight delivery in compliance with all of the following requirements:
- 1.38.1. Two (2) compact discs (CDs), each containing a copy of Vendor's response to solicitation, in searchable Portable Document Format (PDF) format, which has excised, blacked out, or otherwise redacted information from its solicitation response that Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Vendor's solicitation response, such as social security numbers). Each CD shall also contain an Appendix for Vendor's solicitation response which provides a cross reference for the location of all information redacted by Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Vendor]'s Proposal and Exhibits. Texas Workforce Commission's RFP/RFO/IFB solicitation No. \_."
  - 1.38.2. Per Texas Government Code § 322.020, the Texas Legislative Budget Board (LBB) has now implemented a major contracts database.
  - 1.38.3. TWC shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than thirty (30) days after date of contract award. By submitting a response to this solicitation, Vendors acknowledge that they understand and accept this requirement. See the LBB website at <http://www.lbb.state.tx.us/>.
- 1.39. **American Recovery and Reinvestment Act (ARRA or the Recovery Act)**
- 1.39.1. Buy American Requirements for Construction Material prohibits the use of funds appropriated for the Recovery Act for any project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
  - 1.39.2. Whistleblower Protection: Pursuant to Section 1553 of the American Recovery and Reinvestment Act, Vendors shall promptly refer to the U.S. Department of Labor, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- 1.40. **Background Check:** Vendors must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at Vendor expense. Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award. TWC will not issue a Purchase Order until the criminal background check has been completed and passed.
- 1.41. To the extent that Vendor's staff are provided access to and workspace within TWC buildings, Vendor's staff will abide by TWC policies and procedures expressed in Chapter 1 of the Texas Workforce Commission Personnel Manual in existence and as amended from time to time.
- 1.42. **Privacy:** Vendor who has access to sensitive personally identifiable information ("Sensitive PII"), including anyone who views contracts, collects, uses, maintains, stores or destroys Sensitive PII of TWC employees, job seekers, employers, customers or partners (including any employees of the State of Texas), must safeguard that information.



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- 1.42.1. Sensitive PII is anything that alone or in combination with available information can identify an individual, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience or unfairness to an individual.
- 1.42.2. Awarded Vendor must have a Non-Disclosure Agreement (NDA) on file with TWC prior to handling Sensitive PII.
- 1.42.3. In order to safeguard Sensitive PII, Awarded Vendor must:
  - 1.42.3.1. Collect Sensitive PII only as authorized.
  - 1.42.3.2. Limit the use of Sensitive PII.
  - 1.42.3.3. Minimize the proliferation of Sensitive PII.
  - 1.42.3.4. Secure Sensitive PII both physically and in electronic form.
  - 1.42.3.5. Report suspected privacy incidents within twenty-four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at [CISO@twc.texas.gov](mailto:CISO@twc.texas.gov).
  - 1.42.3.6. Not transmit or store Sensitive PII in a server or storage device that is located in a foreign country.
  - 1.42.3.7. Awarded Vendor will not transmit Sensitive PII via email or store on CDs, DVDs, thumb drives and the like without prior review and encryption protocol approved by TWC.
  - 1.42.3.8. Failure to follow these requirements will constitute a breach of contract.
- 1.43. **Change in Law:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 1.44. **Davis-Bacon Act:** Vendors on all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.")
- 1.45. **Anti-Kickback:** Vendor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 1.46. **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708). For all contracts in excess of \$100,000 that involve the employment of mechanics and laborers, Vendor shall comply with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 1.47. **Environmental Protection:** Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).
- 1.48. **Contracting Information Responsibilities:** If this contract has a stated value equal to or in excess of \$1 million or results in the expenditure of an amount equal to or in excess of \$1 million in public funds, in accordance with Texas Government Code §552.372, Vendor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirement applicable to TWC for the duration of the Contract, (2) promptly provide to TWC any contracting information related to the contract that is in the custody or possession of the Vendor on request of TWC, and (3) on termination or expiration of the contract, either provide at no cost to TWC all contracting information related to the contract that is in the custody or possession of the Vendor or preserve the contracting information related to the

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contract as provided by the records retention requirements applicable to TWC. Except as provided by Texas Government Code §552.374(c), the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the contract and Vendor agrees that the contract may be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 1.49. **Disaster Recovery Plan:** In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TWC the description of its business continuity and disaster recovery plans.
- 1.50. **Media Releases:** Vendor shall not use TWC's name, logo, or other likeness in any press release, marketing material, or other announcement without TWC's or the relevant state agency's prior written approval. TWC does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the solicitation response or the services to which they relate without the prior written consent of the relevant state agency, and then only in accordance with explicit written instruction from the relevant state agency. Vendors must obtain written approval from the TWC Contract Manager not more than fifteen (15) business days and not less than five (5) business days prior to any media release related to this Contract.
- 1.51. **Specific Conditions for Disclosing Federal Funding in Public Announcements:** The parties agree that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the parties shall clearly state:
  - 1.51.1. the percentage of the total costs of the program or project which will be financed with Federal money;
  - 1.51.2. the dollar amount of Federal funds for the project or program; and,
  - 1.51.3. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 1.52. **Prohibition of Text Messaging and E-mailing While Driving During Official Federal Grant Business:** The parties and their employees and representatives are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official contract business, or from using government supplied electronic equipment to text message or email when driving. The parties must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
- 1.53. **All work performed and Services provided under this Contract shall be performed in the United States.**

## 2. REQUIRED CERTIFICATIONS

By responding to this solicitation and accepting the award of a contract or purchase order, Vendor certifies to the following:

- 2.1. Vendor represents and warrants that all statements and information prepared and submitted in this Proposal are current, complete, true and accurate. Submitting a Proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Proposal and any resulting contract.
- 2.2. **All Terms and Conditions Met:** that all terms and conditions listed in the solicitation will be met.
- 2.3. By submitting the Proposal, Vendor represents and warrants that the individual submitting this document and the documents made part of this Proposal is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Proposal.
- 2.4. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of

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this Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of:

- 2.4.1. All persons employed to perform duties within Texas, during the term of the Contract; and
- 2.4.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
- 2.4.3. The Contractor shall provide, upon request of TWC, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
- 2.4.4. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TWC and at no fault to TWC, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that TWC must undertake to replace the terminated Contract.**

2.5. **Inducements/Dealings with Public Servants:** Pursuant to Section 2155.003 of the Texas Government Code, the Vendor affirms it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted solicitation response.

2.6. **Lobbying:** that the Vendor will not and has not used any federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Vendor certifies that it shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. Further, Vendor certifies that no funds provided under the contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.

2.7. **Not Ineligible:** that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participating in this contract by any state or federal agency.

2.8. **Non-Discrimination:** The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. §794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act §3, 12 USC §1701u, relating to economic opportunities for low and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor,"; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); and all amendments to each.

2.9. **Drug-Free Workplace:** The Vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).

## ATTACHMENT I

### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

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- 2.10. **Franchise Tax:** The Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Chapter 171, Texas Tax Code.
- 2.11. **Child Support:** The Vendor is not ineligible to receive the specified grant, loan, or payment under Texas Family Code §231.006 (relating to child support) and acknowledges that the contract may be terminated, and payment may be withheld if certification is inaccurate. Pursuant to Texas Family Code §231.006(c), Vendor must provide the name and Social Security Number (SSN) of each person with at least 25% ownership of the business. This information must be provided prior to contract award.
- 2.12. **Certain Bids and Contracts Prohibited:** Under Texas Government Code §2155.004, Vendor certifies that the individual or business entity named in the solicitation response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
- 2.13. **Fair Business Practices:** The Vendor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Vendor further affirms that no officer of the Vendor has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
- 2.14. **Antitrust Affirmation:** Affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.
- 2.15. **No Compensation:** The Vendor has not received compensation for participation in the preparation of the solicitation. This section does not prohibit a Vendor or contract participant from providing free technical assistance.
- 2.16. **Conflict of Interest:** Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for contract termination.
- 2.17. **Prohibition on Certain Bids and Contracts related to Disasters and Hurricanes Katrina and Rita:** Under Texas Government Code §2155.006 and §2261.053, the Vendor certifies that the individual or business entity named in response to this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 2.18. **Independent Contractor:** Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this solicitation. Vendor and Vendor's employees, representatives, agents and any subcontractors shall not be employees of TWC or the State of Texas. Should Vendor subcontract any of the services required in this solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC or the State of Texas are in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation and any resulting contract.
- 2.19. **Workers' Compensation Insurance:** Vendor must maintain Workers' Compensation Insurance coverage in accordance with statutory limits.



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Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

Commercial General Liability:

Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products/Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000.

NOTE: The required coverage is to be with companies licensed in the state of Texas with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

- 2.20. **Felony Criminal Convictions:** Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TWC as to the facts and circumstances surrounding the conviction.
- 2.21. **Restricted Employment for Former State Officers or Employees Under Texas Government Code §572.069:** Vendor certifies that it has not employed and will not employ a former TWC or state officer or employee who participated in a procurement or contract negotiations for TWC or the State of Texas involving Vendor 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 state service or employment ceased on or after September 1, 2015.
- 2.22. Vendor certifies that both of the following statements are true and correct, and that the Vendor understands that making a false statement is a material breach of the contract and is grounds for termination of contract award:
- 2.22.1. Vendor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas, to the extent applicable.
- 2.22.2. Vendor has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- 2.23. **Entities that Boycott Israel:** In contracts worth \$100,000 or more in value, if Vendor is a Company as defined by Texas Government Code §808.001 with 10 or more full-time employees, and Vendor is not a sole proprietorship, Vendor represents and warrants that, pursuant to Texas Government Code § 2271.002, Vendor does not boycott Israel and will not boycott Israel during the term of any contract executed with TWC.
- 2.24. **Prohibition on Contracts with Companies Boycotting Certain Energy Companies, Texas Government Code Chapter 2274:** In contracts worth \$100,000 or more in value, if Vendor is a Company with 10 or more full-time employees, Vendor verifies that it does not boycott energy companies as defined in Texas Government Code, Section 2274.001(1) and will not boycott energy companies during the term of this contract.
- 2.25. **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, Texas Government Code, Chapter 2274:** In contracts worth

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### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

\$100,000 or more in value, if Vendor is a company with 10 or more full-time employees, Vendor verifies, that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and Vendor will not discriminate against a firearm entity or firearm trade association during the term of this contract.

- 2.26. **Prohibition on Contracts or Other Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure in this State, Texas Government Code, Chapter 2274:** If this contract involves Vendor accessing critical infrastructure as defined in Texas Government Code, Section 2274.0101, Vendor certifies that Vendor is not:

- (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country as defined in Section 2274.0101(4); or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or other designated country as defined in Section 2274.0101(4); or
- (2) headquartered in China, Iran, North Korea, Russia or other designated country as defined in Section 2274.0101(4).
- (3) This provision applies regardless of whether the Vendor's or its parent company's securities are publicly traded, or the Vendor or its parent company is listed on a public stock exchange as a Chinese, Iranian, North Korean, or Russian company or a company of a designated country.

- 2.27. **Foreign Terrorist Organizations:** Vendor represents and warrants that it is not engaged in business with Iran, Sudan or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

- 2.28. **COVID-19 Vaccine Passport Prohibition:** Under Section 161.0085 of the Texas Health and Safety Code, Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

- 2.29. **Executive:** Vendor certifies it is in compliance with Texas Government Code §669.003, relating to contracting with the executive head of a State agency. If applicable, Vendor will complete the following for TWC evaluation:

Former Executive Name: \_\_\_\_\_

State Agency Name: \_\_\_\_\_

Date Separated from Agency: \_\_\_\_\_

Position with Vendor: \_\_\_\_\_

Date employed with Vendor: \_\_\_\_\_

- 2.30. **Buy Texas:** Vendor agrees to comply with Texas Government Code §2155.4441, pertaining to purchasing products and materials produced in the State of Texas.

- 2.31. **Texas Bidder Affirmation:** Vendor certifies that if a Texas address is shown as the address of the Vendor on this solicitation response, Vendor qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c).

- 2.32. **Human Trafficking:** Under Texas Government Code §2155.0061, Vendor certifies that the individual or business entity named in this bid or 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. Further, Vendor acknowledges that TWC may not award a contract to person convicted of on any offense related to the direct support of promotion of human trafficking during the five-year period preceding the date of award and that if TWC determines that Vendor is ineligible to have accepted the Contract, TWC may

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### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

Immediately terminate the contract without further obligation to Vendor.

- 2.33. **Trafficking in Persons:** The parties acknowledge the requirements of 2 C.F.R. §175, including the U.S. Department of Education's modifications to these requirements, and agree to comply with the requirements regarding trafficking in persons.
- 2.34. **Disclosure of Prior State Employment:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by TWC or another agency at any time during the two (2) years preceding submission of the solicitation response or, in the alternative, Vendor has disclosed in its solicitation response the following: (a) the nature of the previous employment with TWC or the other agency; (b) the date employment was terminated; and (c) the annual rate of compensation for the employment at the time of termination.
- 2.35. **Former Agency Employees:** In accordance with Texas Government Code § 2252.901, Vendor represents and warrants that none of its employees, including but not limited to those authorized to provide services under the contract were former employees of TWC or another state agency during the twelve (12) month period immediately prior to the date of execution of the contract.
- 2.36. Vendor represents and warrants that if selected for award of a contract as a result of this solicitation, Respondent will submit to Agency a Certificate of Interested Parties, prior to contract execution as required by Texas Government Code §2252.908.
- 2.37. **Cybersecurity Training:** Vendor represents and warrants that it will comply with the requirement of Texas Government Code §2054.5192 relating to cybersecurity training and required verification of completion of the training program. Specifically, if Vendor or any Vendor employee or subcontractor employee has access to a state computer system or database, Vendor shall ensure that Vendor, or any Vendor employee or subcontractor employee completes a cybersecurity training program certified under Texas Government Code §2054.519 as selected by TWC. The cybersecurity training program must be completed by Vendor during the term of the contract and during any renewal period. Vendor shall verify completion of the cybersecurity training to the TWC point of contact.
- 2.38. **Computer Equipment Recycling Program:** Vendor hereby certifies its compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act located in Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC, Chapter 328. Failure of a Vendor to provide this certification shall render the Vendor ineligible to participate in the bidding process. TWC shall reject the related bid and not evaluate it.
- 2.39. **Television Equipment Recycling Program:** Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

#### SPECIFICATIONS

- 2.40. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Submitted responses containing other brands that are functionally equivalent will be considered unless TWC has advertised the solicitation as proprietary under Texas Government Code §2155.067. If Vendor takes an exception to the solicitation's specifications and Vendor's response contains equivalent product, Vendor is required to include additional information such as manufacturer, brand or trade name, illustrations, and specifications for the equivalent product as part of their response to the solicitation. If Vendor takes no exception to the specifications, the Vendor must furnish the item(s) as specified in the solicitation.
- 2.41. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.
- 2.42. **No Substitutions:** Vendor will not make any substitution to the specifications of any

## ATTACHMENT I

### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

solicitation or PO, unless the substitution is (1) proposed to TWC in writing by the Vendor, and (2) supported by the expressed written prior approval of TWC.

- 2.43. **Replacement Parts Available:** The Vendor, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five (5) calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.
- 2.44. All electrical items must meet all applicable standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 2.45. Vendor guarantees product offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.
- 2.46. **Projects Using Iron or Steel Products:** Pursuant to Texas Government Code §2252.202, iron or steel products produced through a manufacturing process and used in the project must be produced in the United States.

#### DELIVERY

- 2.47. Vendor is to show the number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates Vendor to complete delivery within fourteen (14) days. Unrealistically short or long delivery promises may cause Vendor's response to be disregarded. Consistent failure to meet delivery promises will be grounds for termination of the contract.
- 2.48. If delay is foreseen, Vendor shall give written notice to TWC who reserves the right to extend delivery date if reasons appear valid. Vendor must keep TWC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWC to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor. Any damages incurred by TWC as a result of the default may also be assessed to the defaulting Vendor.
- 2.49. Delivery shall be made on State business days between 8:00 am and 5:00 pm, unless prior approval has been obtained from TWC.

#### VALIDATION, INSPECTION & TESTS

- 2.50. Vendor agrees to provide TWC with information necessary to validate any statements made in the Vendor's solicitation response, if requested by TWC. This may include, but is not limited to, allowing access for on-site observation, granting permission for TWC to verify information with third parties, allowing inspection of Vendor's records, and allowing inspection of plans for compliance.
- 2.51. All goods will be subject to inspection and test by TWC to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used, and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at TWC's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

#### INVOICING INSTRUCTIONS

- 2.52. Invoices must be submitted to TWC according to the instructions on the PO to the named individual and the address indicated on the PO. Invoice must show TWC as the receiving agency.

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- 2.53. Submit Invoice in duplicate. Upon request, one copy will be returned when making payment.
- 2.54. Invoices must include the name and address of Vendor, which must be identical to the information stated on the PO.
- 2.55. The TWC PO number and date of the PO must be shown on all Invoice copies.
- 2.56. Invoice must have description of each item. Item numbers must be shown to correspond with the item numbers on the PO.
- 2.57. Quantity and date delivered, unit of measure specified, and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown.
- 2.58. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice.
- 2.59. Trade-in values must be stated on the invoice.

#### **PAYMENT**

- 2.60. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 governs remittance of payment and remedies for late payment and non-payment.
- 2.61. TWC will incur no penalty for late payment if payment is made within thirty (30) days of acceptance of goods or services, or within thirty (30) days of receipt of an uncontested invoice submitted according to the instructions on the PO, whichever comes last.
- 2.62. In no event shall use of the product by TWC, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by TWC.
- 2.63. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by TWC.
- 2.64. The vendor must be notified of an error or disputed amount in an invoice submitted for payment not later than the 21st day after receipt of the invoice. Notification to the vendor must include the following: (1) Detailed statement of the amount of the invoice, which is disputed, (2) TWC may withhold payments no more than 110 percent of the disputed amount.

#### **PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS**

- 2.65. Vendor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Vendor's use of acquisition of any services or other items provided to the State of Texas by Vendor or otherwise to which the State of Texas has access as a result of Vendor's performance under this Contract, provided that the State shall notify Vendor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Vendor is notified of any claim subject to this section, Vendor shall notify TWC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Vendor without TWC prior written approval. Vendor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including but not limited to, attorney's fees and court costs, arising from such claim. Vendor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.
- 2.66. Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, trademark, copyright, trade secret or other proprietary rights, TWC may require the Vendor to procure for TWC the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.
- 2.67. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
- 2.68. Vendor agrees that for the exclusive use by TWC or the State of Texas for State business, TWC

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### **Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)**

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and the State of Texas are free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of the contract.

#### **TERMINATION PROVISIONS**

- 2.69. TWC reserves the right to immediately terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty for breach of contract by the Vendor. TWC reserves the right to terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty upon TWC within thirty (30) calendar days advance written notice, if TWC determines that such termination is in the best interest of the state, including but not limited to the following reasons.
  - 2.69.1. Failure to obtain or sustain funding from either Federal or State funding sources.
  - 2.69.2. Amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary.
- 2.70. In the event of such termination, Vendor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TWC and the State of Texas shall be liable for payments limited only to the portion of work TWC expressly authorized in writing and which Vendor has completed, delivered to TWC, and which has been accepted by TWC in writing. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. TWC and the State of Texas shall have no other liability, including no liability for any costs associated with the termination.
- 2.71. TWC expressly reserves any and all legal remedies to which it may be entitled to collect related to any and all damages directly or indirectly resulting from breach of contract, by the Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of the Vendor.
- 2.72. TWC shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the Vendor shall transfer title and deliver to the TWC any partially completed work products, deliverables, source and object code, or documentation that the Vendor has produced or acquired in the performance of the contract.

#### **INFORMATION TECHNOLOGY (IT) PURCHASES**

- 2.73. During the term of the contract, the Vendor must notify TWC whenever an engineering change is made that may affect TWC's use of the product. It will be the sole option of TWC to accept the change.
- 2.74. Vendor represents that the product and all its elements, including, but not limited to, documentation and source code, meet the standards issued by the American National Standards Institute.
- 2.75. Vendor agrees that TWC owns the source code to any jointly-developed application(s) resulting from the contract.
- 2.76. As required by 1 TAC, Chapter 213:
  - 2.76.1. Effective September 1, 2006, state agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
  - 2.76.2. Vendor shall provide TWC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the

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### Texas Workforce Commission (TWC) – Terms & Conditions (6/15/2022)

Rehabilitation Act of 1973, as amended (29 USC § 794d)), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

- 2.76.3. TWC will use either VPAT or the Buy Accessible Wizard to assess the degree of accessibility of a proposed product when making the procurement decision.
- 2.77. Vendor shall follow Web Content and Accessibility Guidelines. (WCAG 2.0) as applicable for new websites, applications or redesigns.
- 2.78. Vendor agrees that all products and/or services equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC, Chapter 202.
- 2.79. In accordance with Texas Government Code, Section 2054.138, and to the extent that the Vendor is authorized to access, transmit, use, or store data for the agency, Vendor agrees to meet the security controls put in place by the Agency to protect Agency data. The Vendor agrees to provide the Agency evidence that the Vendor meets the security controls required by the contract annually or more often as requested by the Agency.

#### ADDITIONAL COMPTROLLER RECOMMENDED TERMS

- 2.80. **Abortion Provider and Affiliate Transactions Prohibited:** Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Agency to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
- 2.81. **Binding Effect:** The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
- 2.82. **Federal Occupational Safety and Health Law:** Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
- 2.83. **Immigration:** Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- 2.84. **Legal and Regulatory Actions:** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5)



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business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.

- 2.85. **License:** Respondent hereby grants to Agency a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.
- 2.86. **Limitation on Authority:** Respondent shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of Agency or the State of Texas.
- 2.87. **No Third Party Beneficiaries:** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 2.88. **Use of State Property:** Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any other resources of Agency. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to Agency within ten (10) calendar days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.
- 2.89.

**ATTACHMENT II – TITLE PAGE  
TWC – RFP 3202300025A**

**A Proposal Submitted in Response to the  
Texas Workforce Commission**

**Request for Proposals No. 3202300025A**

**Leased Office Space, Crockett**

**Submitted By:**

Crockett Economic & Industrial Development Corp.

**NAME OF RESPONDENT**

**ADDITIONAL REQUIREMENTS:**

**ATTACHMENT III – EXECUTION OF PROPOSAL**  
**TWC – RFP 3202300025A**

- ☐ Agricultural products offered by Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

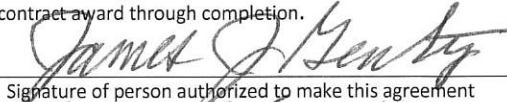
### ATTACHMENT III – EXECUTION OF PROPOSAL

#### TWC – RFP 3202300025A

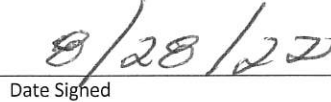
Respondent must complete the following information, sign and return this page. By signing below, Respondent agrees to provide the items/services described in this Request for Proposals and agrees to abide by all TWC terms and conditions as specified in this Request for Proposals and in any contract resulting from an award.

Any exceptions taken to the terms and conditions as set forth in this document must be identified in detail and accompany your proposal. Any exceptions not identified in detail at the time your proposal is submitted will not be considered. Please complete the following: ☐ No exceptions taken OR ☐ Yes, exception taken due to (state your reason): \_\_\_\_\_

The firm, fixed price per item listed on the Cost Worksheet must remain firm, fixed pricing from the date of contract award through completion.



Signature of person authorized to make this agreement



Date Signed



Printed name of person signing above

#### RESPONDENT INFORMATION

Name of Respondent	<u>Crockett Economic &amp; Industrial Development Corp.</u>
Mailing Address	<u>P. O. Box 817</u>
Billing Address (if different from above)	
City, State & Zip Code	<u>Crockett, Texas 75835</u>
Phone No./Fax No.:	<u>936-546-5636</u>
E-Mail Address:	<u>jigentry@crockettedc.org</u>
Employer Identification No.	<u>75-2611378</u>
Texas Identification No.	<u>75-2611378</u>

In an effort to minimize identity theft, every company/individual MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website:

<http://www.irs.gov/businesses/small/>

The Texas Identification Number is the payee identification number assigned and used by the Texas Comptroller of Public Accounts to process payment for goods/services. Enter this number in the space provided above if number is not pre-printed. If this number is not known, please visit

<http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf> to set up a Texas Identification Number.

☐ Check here if a sole ownership or partnership.

Check below to claim a preference under statute:

☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.

☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.

☐ Agricultural products grown in Texas

**ATTACHMENT III – EXECUTION OF PROPOSAL**  
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- ☐ Agricultural products offered by Texas bidder
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- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

**ATTACHMENT IV – COST WORKSHEET**  
**TWC – RFP 3202300025A**

THE TEXAS WORKFORCE COMMISSION (TWC/Lessee) desires to lease office space (to include at a minimum, property taxes, building insurance, facilities maintenance expenses, landscaping, utilities and janitorial services) suitable for up to 3 employees, for office space with approximately 1,930 up to 2,500 usable square feet. The proposed facility must be located within the city limits of Crockett, and the 75835-zip code or adjacent thereto.

TWC prefers proposals offering a full-service gross lease to include property taxes, building insurance, facilities maintenance expenses, landscaping, utilities and janitorial services. TWC will automatically award 5 points to all submissions that include a full-service gross lease. However, TWC will consider all net lease options submitted (to include property taxes, building insurance, facilities maintenance expenses and landscaping).

Complete the following tables with specific information pertaining to the proposed space. The procedure for calculating usable square footage is explained in Paragraph 5 of Attachment V, Lease Specifications. Provide firm, fixed, monthly costs as of the commencement date. Below the table, state any exceptions taken to the terms outlined in Attachment V, Lease Specifications.

Name of Respondent: James J. Gentry

Street address of proposed lease space: 1505 S. 4<sup>th</sup> Street, Crockett, Texas 75835  
2437.50

	Column A	Column B	Column C	Column D
	Proposed Usable Square Feet:	Monthly Rate per Usable SQFT	Total Monthly Service Base Rent (Column A x Column B)	
1	<u>1950</u> (A1) = (A1)	<u>\$ 1.25</u> (B1) (B1)	<u>\$ 2437.50</u> (C1)	

	Full Service Gross Rent	Monthly cost per Usable SQFT	Total Monthly Cost (Column A x Column B)	Total Yearly Cost (Column A X Column B X 12)
2	Base Gross Rent (per month)	<u>\$ 2437.50</u> same as B1 (B2)	<u>\$ 2437.50</u> same as C1 (C2)	<u>29250.00</u>
3	Janitorial Cost (per month)	<u>\$ 1985.25</u> (B3)	<u>\$ 1985.25</u> (C3)	<u>23823.00</u>
4	Electric Cost (per month)	<u>\$ 14.90</u> (B4)	<u>\$ 2514.90</u> (C4)	<u>30178.80</u>
5	Water Cost (per month)	<u>\$ 82.25</u> (B5)	<u>\$ 82.25</u> (C5)	<u>987.00</u>
6	Natural Gas (if applicable) (per month)	<u>\$ 25.03</u> (B6)	<u>\$ 25.03</u> (C6)	<u>300.36</u>
7	Waste Removal Cost (per month)	<u>\$ 112.20</u> (B7)	<u>\$ 112.20</u> (C7)	<u>1346.40</u>

**ATTACHMENT IV – COST WORKSHEET**  
**TWC – RFP 3202300025A**

8	Total Gross Monthly Cost with Services	<del>\$</del> <u>7157.13</u> <del>\$</del> B2 + B3 + B4 + B5 + B6 + B7 = B8	<del>\$</del> <u>7157.13</u> <del>\$</del> C2 + C3 + C4 + C5 + C6 + C7 = C8	<del>85885.56</del>
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HVAC BTUs				
Qty	Equipment	Watts per unit	Total Watts	BTU/Hr
Total				

One ton = 12,000 BTU's

**ATTACHMENT V– LEASE SPECIFICATIONS****TWC – RFP 3202300025A**

For an office leased by the Texas Workforce Commission located at

Crockett, TX

The lease must conform generally to the following specifications:

1. The proposal must include a lease term proposal for an initial term to commence on November 1, 2022, or date of award and expire on October 31, 2027. At the end of the initial term, TWC will have the option to renew the term of the contract for one (1) additional term of up to five (5) years.
2. The area must contain approximately 1,930 up to 2,500 square feet (sq.ft) of usable office space. Space must be partitioned by Lessor to conform generally to the following room dimensions and approximate square feet of each room and allow for adequate circulation.
3. Room schedule:

Office Space Description	Qty	Approximate Dimensions (Minimum)	Approx. Square Footage	Comments	Flooring
Private Offices	2	10x13	260		Carpet
Manager/Supervisor Offices		10x14			
Touchdown/Consultation Room	1	10x12	120		
RA Cubicles	1	8x10	80		Carpet
VR Consumer Resource	1	10x11	110		
Waiting Area	1	10x20	200		Carpet
Receptionist	1	8x10	80		
Conference/Training Room		20x20			
Multi-Purpose Room	1	20x20	400	Mail/Copy Room, file, Storage, equipment	VCT
File Storage		20x20			
Customer Equipment		10x20			VCT
Telephone/LAN Room	1	8x10	80		VCT
Break Room	1	20x20	400		
Circulation	25%		433		Carpet
<b>TOTAL</b>			<b>2163</b>		

If restrooms are not to be constructed and used exclusively for the Lessee and its clients, then the square footage of such space must not be included and charged to the Lessee.



## ATTACHMENT V-- LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

#### 4. Procedure for Calculating Usable Square Footage

The actual space, or a floor plan of the space, is measured in accordance with the following guidelines as used by TWC.

The Usable Area is calculated. For purposes of measurement, perpendicular walls are assumed. The space is measured from the inside surface of the exterior walls and is to the dominant surface of those walls. For this purpose, exterior wall is interpreted as meaning any partition which separates TWC occupied space from non-TWC occupied space, i.e., beyond the TWC's lockable control. Examples of space beyond the TWC's lockable control include the out-of-doors, areas accessible to the general public, and other tenants in space adjacent to space occupied by the TWC.

- a) Each Respondent will be required to submit to the TWC a proposed floor plan, including all dimensions of the space to be occupied by the TWC.
- b) Lessor shall provide the occupying agency with a construction schedule (pert or gant chart) within 30 days of award of the lease. This shall apply to any initial construction and future add-ons to the lease
- c) The occupying agency needs accurate dimensioned floor plans for layout of office furniture and equipment. Within 60 days after award of lease, Lessor shall provide to occupying agency such plans in a CAD-compatible format. The plans will show all interior building elements, including finished dimensions and locations of columns. This shall apply to the initial construction and to any future add-ons to the lease
- d) Lessor agrees that an acceptable layout to the Lessee is required.

#### 5. General Requirements and Conditions

- a) The space to be occupied by the Lessee pursuant to the terms of this lease must comply with all applicable federal, state or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety and welfare, and Lessor hereby covenants that the space made the subject of this lease will so comply. Lessee reserves the right, either prior to occupancy of the space or at any time during occupancy of the space, to inspect the premises to verify the Lessor's compliance with the covenant herein made.
- b) Normal working hours for the occupying agency are 8am to 5pm, Monday through Friday
- c) Facility requires a protected and safe route to the lease space with easy access for the visually disabled arriving via private automobile, taxi, bus, or walking with or without a white cane or guide dog. Routes must meet handicapped accessibility requirements as prescribed in TAS. The lease space shall be located where automobile and pedestrian traffic is sufficiently controlled so as not to present personal safety problems to visually disabled persons. Streets in the surrounding area shall intersect at or near 90-degree angles with sidewalk approaches that are free of obstacles.
- d) Lessee must have the right to approve the design and quality of the workmanship of the lease space. The lease space is intended to be completed and finished in all respects, and commonly used items necessary for completion which have not been specifically addressed by these minimum specifications shall be considered to be reasonably implied. Materials and workmanship not specifically addressed by these minimum specifications shall be considered to be reasonably implied. Materials and workmanship not specifically mentioned shall be assumed to be the best in common use as a standard practice of the trade.
- e) ~~The lease space must be suitable for use as office space and must have such appearance both in the interior and from the exterior of the building. Lessee reserves the right of inspection and may reject~~

## ATTACHMENT V- LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

buildings based on adverse observations of physical condition of the building, including but not limited to general cleanliness, grounds keeping, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination and any other condition that would create unsanitary or unattractive conditions in and around the leased space.

- f) Space on the ground floor is preferred. A multi-story building shall be equipped with 2 automatic elevators with automatic leveling.
- g) Agency requires contiguous space on the same floor, unless a large office requires multiple floors, with easy access to handicapped restrooms, located on the same floor as agency space.
- h) Lessor must provide extermination service regularly and when necessary as determined by Lessee.
- i) The Texas Workforce Commission will not accept a proposal where the site is to be "mutually agreed upon." The Respondent by address and/or legal description must identify a specific site and must have control of the site through ownership, written contract to purchase, option to purchase, or lease contract at the time the proposals are received.
- j) Public bus transportation, where available must be within 450 feet of the entrance to the facility site and there must be an accessible route as prescribed in TAS. Any such accessible routes shall be covered with hard surface material such as concrete, asphalt paving or comparable surface material
- k) The Janitorial Closet must have a mop sink with hot and cold water

#### 6. Building Exterior

Exterior of the building must be kept neat in appearance. Landscaping including grass, trees and shrubbery must be maintained on a regular basis by the Lessor. Perimeter walls must be of material and construction to provide modern office appearance.

#### 7. Parking Requirements

- a) Lessor shall provide off-street parking for 8 vehicles 2 of which must meet accessibility requirements under the provisions of Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 *et seq.*, the Americans with Disabilities Act (ADA), 42 U.S.C. §12101 *et seq.*, and Texas Government Code, Chapter 469. Parking must be under direct control of Lessor, and space(s) must be striped. Accessible parking spaces must be located as close as possible to the main entrance of the building and building access shall not require crossing parking lot traffic.
- b) Surface The parking area must be covered with hard surface material, i.e. concrete, asphalt paving, or comparable, with sufficient durability to withstand high volume traffic and all-weather conditions. Compacted dirt, gravel, or caliche-surfaced parking areas are not acceptable. The parking area must be well lit, must have proper drainage to prevent accumulation of water, and must be maintained by Lessor at all times in a safe, clean and neat condition.

#### 8. Interior Walls

- a) All interior walls must have a washable surface. Vinyl clad gypsum, wood paneling or painted textured gypsum board is acceptable. Interior walls are to be floor to ceiling unless otherwise specified. Walls are to be new or like-new condition, clean and free of cracks and other flaws. Interior walls are to be constructed such that a normal conversation cannot be overheard in adjoining offices or areas.
- b) Wainscot of durable washable vinyl material should be installed in any Client Waiting Area, Break Room, and rest rooms

## ATTACHMENT V- LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

- c) 4' corner protectors shall be provided in all hallways.

#### 9. Ceilings

Fire rating properties of ceiling material, suspension system and deck system must be the sole responsibility and concern of Lessor. Previously occupied space must have damaged ceiling grid and tile replaced to provide a clean, neat and uniform finished appearance.

#### 10. Doors

- a) Building entrance, suite entrance and rest rooms shall be equipped with automatic doors. Entrance landings at accessible entrances with automatic door openers should not have a slope or cross slope more than 2.0%.
- b) Interior Doors: Interior doors are to have metal frames. Minimum door size to be 3'0" x 6'8" unless specifically exempted by Lessee. Lessor to furnish and install commercial grade hardware, including door closers and locksets as required by the Lessee.
- c) Exterior Doors: Entrance doors are to be constructed of heavy duty ¼" tempered safety glass, tinted and glare-proof, in aluminum frame with push bar and door check. The rear or exit door to be metal with NRP non-removable hinge pins and automatic door closer-hold open device. Minimum door size 3'6" x 6'8". The exit door (s) should be equipped with panic hardware.
- d) All doors to occupied space within the lease must conform to "barrier free design."
- e) Entrance and rear doors to be keyed alike. The Lessor is to furnish additional locks as required by Lessee. Lessor to furnish four keys to Lessee for each type lock.
- f) All doors shall have door stops

#### 11. Windows

Exterior windows must have sun glare protection and be clean, in satisfactory working condition and lockable.

#### 12. Heating, Ventilation, Air Conditioning (HVAC)

- a) Lessor must provide and maintain central heat and refrigerated air conditioning systems at Lessor's expense throughout the term of the lease contract. The HVAC system must be designed, installed, and must function as required by current standards of the American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE). The capacity of cooling, heating, ventilating, circulation and control system must be based on competent engineering with consideration given to occupant, visitor and equipment heat load factors, with acceptable as determined by Lessee.
- b) Introduction of Fresh Outdoor Air: Space must allow for the introduction of fresh air and must meet all city and county codes applicable to fresh air introduction. Each unit must induce filtered fresh air into the building in an amount of 10% of volume of air circulated by the indoor fan.
- c) Equipment and Location: Lessor must provide louvered or directional air diffusers or grilles and necessary operational controls to allow Lessee to control the direction and flow of the supplied air. No open-ended ductwork will be permitted in the leased space, and the ductwork may not be exposed in office areas. Air velocity at the face of the diffuser or grilles must not create a noise level that would interfere with Lessee's use of the lease space. The location of the air conditioning/heating unit must not be such as to inconvenience the Lessee unduly, either due to maintenance requirements or noise levels.
- d) Lessor must be responsible for all repairs and parts replacement necessary to maintain satisfactory operation of the HVAC system at all times, and for cleaning or exchange of filters every sixty (60) days.

## ATTACHMENT V- LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

In the event of delays to repairs of the HVAC system exceeding two business days, lessor must provide a portable system sufficient to maintain normal office conditions until the repairs are completed.

#### 13. Break Room

- a. The break room must have a base cabinet with heat resistant laminated plastic countertop and a standard size single kitchen sink with hot and cold water. Space for a refrigerator with ice maker, and sufficient power and space on countertop for a coffee maker and microwave.
- b. Counters: Break Room countertops should have cabinet space above and below for storage. A standard double sink with a lever handle faucet, hot and cold water and garbage disposal must be installed in the counter.
- c. Cabinets: Bottom cabinets shall be 34" high, 24" wide, have drawers at the top with cabinet space underneath with two shelves (including bottom of cabinet). Knee space shall be provided below the sink for handicapped accessibility as prescribed in TAS. There shall be enclosed wall cabinets above the lower cabinets with three shelves (including bottom of cabinet and two adjustable shelves). Upper cabinet shall be located 20" above lower cabinet.

#### 14. Signs

- a) Provide appropriate identification signage saying, for example, "Texas Workforce Solutions – Vocational Rehabilitation Services" on office door, building directory, and building marquee. The size, design and colors of such sign are to be approved by Lessee. Remove signage at the end of the lease term within 30 days of TWC vacating the space.
- b) Exterior Signage: Lessor Shall be responsible for the exterior sign – Texas Workforce Solutions – Vocational Rehabilitation service
- c) Interior Signage: (only for multi-tenant buildings or offices over 5,000 square feet). Lessor shall provide a central directory indicating the location of each agency and shall update the signage within 10 days of a request from the occupying agency. Lessor shall be responsible for numbering each room or area specified by the occupying agency

#### 15. Fire Protection

- a) Suppression Equipment: Portable multipurpose fire extinguishers (one 5 lb., type ABC, for every 300-sq. ft. or maximum travel distance of 50 feet) will be provided and maintained by Lessor. Extinguishers must be mounted to meet requirements for handicapped accessibility. The extinguishers must be readily visible, and the location must be properly marked and/or identified.
- b) Heat/Smoke Detectors: Lessor must provide and install an appropriate number of UL listed, electrically installed smoke sensing fire detectors in the building. Installation and spacing of the detectors must be in accordance with the manufacturer's instructions and NFPA standards but must not be less than one (1) detector for each 600-sq. ft. of space. Where the leased space is located within a building, which is provided with a required alarm system, the detectors must be interconnected with the building fire alarm system. Initial and replacement charges for smoke detectors and their subsequent maintenance must be at Lessor's expense.

#### 16. Telephone/Data Closet

- a.) The room location should be towards the interior of the facility and as near the "core" of the building as possible with no windows. If IDF rooms are also required, these will be placed one per floor or as designated by the occupying TWC.

## ATTACHMENT V— LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

- b.) Lessor shall maintain an ambient room temperature between 65 and 75 degrees Fahrenheit, with relative humidity between 40% and 50%. 24 hours, 7 days a week with either a separate HVAC unit or by providing the Watts per Unit/BTU per Hour for verification.
- c.) The room(s) must not be located under or near water or steam pipes. If local codes require sprinklers in the room(s), heads must be high temperature and cages are recommended to prevent accidental discharge. Drip pans may be advisable. HVAC units of any kind should not be mounted directly above the room(s) or on walls that also contain/share proximity to HHSC/vendor network and/or phone equipment.
- d.) All Telephone/Data electrical outlets must be a dedicated circuit and include isolated grounds for the data demarcations, local area network equipment, and telephone equipment.
- e.) Lessor shall provide and mount 2 sheet(s) of 4 ft. X 8 ft. ¾" fire retardant grade plywood in the Telephone/Data Closet and IDF room(s) if needed, at a location to be determined by TWC.
- f.) Lessor shall provide a 1" diameter conduit for the data circuit both from the access point on building exterior to the facility telephone company room and on to the agencies telephone/data closet ending at the D-marc termination noted for the agencies plywood designated for the extended D-marcs. Sufficiently sized conduit for data drops will be installed from the telephone/data closet to the agencies telephone/data extended D-marcs.
- g.) Lessor shall provide **two (2)** dedicated, quadraplex (DIGW) 120 Volt electrical outlets with isolated building grounds for the local area network equipment, and telephone equipment. Also required are two #6 solid ground wires attached to a building ground; one is to be installed at the data demarcation point and the other at the telephone demarcation point. These must be located close to the agency's voice and data equipment.
- h.) Boxes with conduit stubbed up 6" into the ceiling shall be provided for data/phone cabling. Agency shall determine placement of these boxes.

#### 17. Locks and Keys

- a) All interior and exterior office doors shall use a master key system, with 2 sets supplied by Lessor.
- b) Private offices, supply/mail room, and meeting rooms will have keyed locks with a Master Key that will operate all keyed locks in the facility.
- c) The entry door from the waiting room to the employee work area will have a Simplex style lock and an electronic strike to allow the door to be opened by a receptionist sitting at the reception window.
- d) Lessor shall furnish all locks and keys upon commencement of the lease. Lessee shall pay for replacement costs.
- e) A simplex lock shall be installed on the Telephone/Data Closet door(s).
- f) All exterior doors shall be accessed by **keys and master key(s)** provided by Lessor.

#### 18. Electrical

- a. Lessor shall provide electrical service for the TWC's modular furniture. Unless expressly permitted by the TWC, connection to the modular furniture shall be made above the ceiling, through power poles that are part of the modular furniture system. (Note: TWC's modular furniture vendor shall be responsible for installation of said power poles. Lessor shall be responsible for ceiling tile cuts for TWC-provided power poles.) Electrical service shall include standard 120-volt service for small office equipment and task lighting, as well as dedicated 120-volt service for computer equipment. Generally, each modular cubicle shall have two (2) standard 120-volt duplex outlets and one (1)

## ATTACHMENT V- LEASE SPECIFICATIONS

### TWC – RFP 3202300025A

computer-dedicated 120-volt duplex outlet. (The outlets are part of the modular furniture system.) For planning purposes, Lessor shall assume that a power pole shall service no more than four (4) modular cubicles. Locations and distribution of modular cubicles may require that a power pole service less than four (4) cubicles. In any event, Lessor will be responsible for providing and connecting electrical service to all TWC-provided power poles and/or whips. Lessor shall distribute electrical service so there will be no more than six (6) standard duplex outlets per circuit and no more than six (6) computer-dedicated outlets per dedicated circuit.

- b. Agency staff will designate the locations of their equipment and electrical outlets. Lessor shall provide:
- c. 2, 120-volt electrical ground fault duplex wall outlets above the counter by the sink.
- d. TBD 120-volt electrical duplex and/or TBD fourplex wall outlets in locations to be determined by the occupying agency.
- e. Lessor shall provide ceiling supports and electrical wiring for 2 fan(s) and 1 wall mounted TV to be provided by the agency.

#### 19. Client Waiting Area/ Reception Area

- a) Interior door(s) leading from the client waiting area into the office areas shall be accessed by keys and master keys provided by the lessor.
- b) Interior door(s) leading from the client waiting area to the office areas shall be accessed by keyless mechanical push button locks.
- c) Interior door(s) from the client waiting room shall have automatic door closers
- d) Each door leading from the waiting area to internal hallways within the office area must have a safety glass viewing panel or view slot as designated by the occupying agency
- e) A doorbell for after hours operation is needed. The doorbell should be able to be heard in the areas designated by the occupying agency.
- f) The receptionist office must be equipped with a control switch/button for an internal panic alarm signal device to alert employees of emergency situations in the client waiting area. The control for the device shall be positioned out of site beneath the work surface of the workstation/desk in the receptionists area. The audible alarm shall have a sound level of not less than 15dB or more than 25 dB at 10 feet from the alarm horn or buzzer. Horns/buzzers shall be located strategically throughout the space. The control switch/button must have the capability to send a single short alarm or constant alarm.
- g) Lessor shall install 1"x8" hardwood chair rail around perimeter of the room centered at 32" above finished floor. Chair rail shall be painted/stained to match room décor.
- h) Lessor shall provide 1 transaction counter(s) between each client waiting area and the receptionist area. The transaction counter(s) will only be provided on the client waiting area side. Transaction counter(s) surface shall be 34" above the finished floor, 18" deep and 48" long. The transaction opening shall be approximately 30" wide and 48" high.
- i) A fixed laminated safety glass window shall be provided at the transaction counter(s). The window shall be installed so that a pass through opening 4" high by 18" wide remains immediately on top of the counter(s). The occupying agency can select the window to have a 4-inch speak-hole opening. All openings shall have non-corrosive trim.

**ATTACHMENT V-- LEASE SPECIFICATIONS  
TWC – RFP 3202300025A**

**20. Conference/Training Room**

- a. Each entrance shall have a light switch to activate the main fluorescent lighting. Lessor shall provide sufficient recessed lighting controlled by a dimmer switch to provide evenly distributed lighting levels up to 50 lumens when the primary fluorescent lights are off. All special feature switches shall be located together at the front of the room. There shall be one recessed light fixture at the front center connected to a switch for control of this fixture, independent from the primary fluorescent lighting. Room(s) should have a separate HVAC thermostat control(s).
- b. Lessor shall install 1" x 8" hardwood chair rail around the perimeter of the room centered at 32" above finished floor. Chair rail shall be painted/stained to match room décor.

**21. Flooring**

- a) Lessor shall provide commercial grade carpet tile in the following rooms/areas: Office space.
  - Carpet tiles shall be 24" x 24" and shall meet the following minimum specifications:
  - Construction: Tufted graphics loop
  - Fiber Content: NSP Eco Sol Q Nylon
  - Production Gage/Stitch: 1/10
  - Stitches: 11 per inch
  - Yarn: 24 oz. per square yard
  - Pile Height: 0.187 inches
  - Primary Backing: Woven Polypropylene
  - Secondary Backing: Ecoworx®
  - Commercial Warranty
- b) Non-static VCT or ceramic tiles shall be installed in the following rooms: break room, network room, multi-purpose room, supply room.



**ATTACHMENT VI– PROPOSED EXCEPTIONS TO LEASE SPECIFICATIONS  
TWC – RFP 3202300025A**

Consideration should be made to function with other tenants including TWC WorkForce Solutions Deep East Texas as well other workforce development agencies.

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Note "NONE" above if no exceptions are requested.

## ATTACHMENT VII – RESPONDENT QUESTIONS

**TWC RFP 3202300025A**

**Crockett, Texas**

Respondents must submit their questions using this template, including the specific RFP Section and Page number related to each question. TWC will respond in the same format and will include an Amended RFP if needed. The answers refer to a specific location in the RFP whenever possible. If similar questions are asked, TWC may reference a response to another question. If TWC modifies the RFP in response to a Respondent question, then TWC notes "Yes" in the last column on the right, RFP Modified to Clarify.

No.	RFP Section	Page	Question	Answer	RFP Modified to Clarify?
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

TWC RFP 3202300025A

### GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

#### BY TEXAS WORKFORCE COMMISSION LOCATED AT

<Property Address

→1505 S. 4<sup>th</sup> Street, Crockett, TX 75835 >

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Lease space constructed on site as described in lease contract. Lessee agrees to accept building "as is" except for changes provided in the Lease Contract.

#### GENERAL REQUIREMENTS OF LESSOR

1. The lease space shall be suitable for use as "office space" and must have an appearance as such from the interior and exterior of the building. Perimeter walls to be of quality material and construction to provide modern office appearance.
2. The lease space must comply with Texas Accessibility Standards (TAS), which is a composite of Architectural Barriers Act of 1968, State requirements located at Texas Government Code, Chapter 469 and the ADA throughout the duration of the lease. The Lessor is responsible and accountable for complying with these state and federal requirements.

The Texas Accessibility Standards (TAS) is available at the Texas Department of Licensing and Regulation (TDLR) website [www.license.state.tx.us/ab/ab.htm](http://www.license.state.tx.us/ab/ab.htm). They can be printed from the website as one complete document, or in sections. If you prefer to have the TAS mailed to you, the following options are available:

Option 1: A double-sided copy of the TAS can be purchased for \$15.00 (includes shipping).

Option 2: The Texas Accessibility Academy (TAA) manual is also available for purchase. The cost of the tabbed manual is \$30.00 + \$17.50 for shipping and handling. The manual contains the history of the Architectural Barriers Act, the Administrative Rules, the Texas Accessibility Standards, and the Technical Memoranda. TAA manuals will be shipped second day UPS.

Make the check or money order payable to TDLR, and mail your request to TDLR, P.O. Box 12157, Austin, Texas 78711

Lessor may contact Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (512) 463-3211, regarding the State of Texas program for the Elimination of Architectural Barriers and Americans with Disabilities Act Accessibility (ADA) Guidelines for buildings and facilities leased to the State of Texas.

**EXCEPTION:** In instances where an element of accessibility does not meet the technical requirements of regulations under Architectural Barriers Act of 1968 and State requirements located at Texas Government Code, Chapter 469, TDLR will require alterations to achieve compliance unless Lessor submits written justification supporting impracticality to be approved in writing by the Texas Department of Licensing and Regulation (TDLR). If determined that full compliance with a technical requirement is impractical, there shall be substantial compliance with the requirement to the maximum extent practical and as established by the TDLR. A waiver or variance from the Act must be obtained from TDLR prior to execution of a lease. Texas Workforce Commission (TWC) has no authority to waive any requirements of the Architectural Barriers Act of 1968, State requirements located at Texas Government Code, Chapter 469, ADA or TAS.

## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

### TWC RFP 3202300025A

3. **BUILDINGS AND FACILITIES UNDER STATE LEASES:** Pursuant to Texas Government Code, § 469.106, before a building or facility to be leased by the state for an annual amount of more than \$12,000 is occupied by the state, TDLR or a person designated or approved by TDLR, must perform an on-site inspection of the building or facility to determine whether it complies with all accessibility standards and specifications adopted under Texas Government Code, Chapter 469.
4. **TDLR INSPECTION:** The Texas Department of Licensing and Regulation (TDLR) will inspect the leased space for compliance with Texas Accessibility Standards (TAS) as set forth in the Architectural Barriers Act of 1968, and State requirements located at Texas Government Code, Chapter 469. The Lessor will be responsible for payment of an inspection fee. A fee schedule may be obtained from TDLR, telephone (512) 463-3211 or from the website [www.tdlr.state.tx.us/ab/ab.htm](http://www.tdlr.state.tx.us/ab/ab.htm).
5. **MATERIAL SAFETY DATA:** If a Lessor uses or brings any type of material or substance into the lease space for which a Material Safety Data Sheet (MSDS) is required, the Lessor shall provide Lessee with a copy of the MSDS prior to using or bringing the material or substance into the lease space.
6. **ASBESTOS SURVEY:** Recent legislation which applies to buildings subject to public occupancy or access by the general public requires that the Lessor must have the building surveyed by a licensed asbestos surveyor before making any renovations, repairs, alterations or modifications within a public building.

A Lessor, upon submitting a lease proposal for an existing building certifies that the building is free of materials containing friable asbestos or that the building will be free of materials containing friable asbestos on occupancy. Within thirty (30) days of lease execution, Lessor must provide a complete survey conducted by an individual licensed in the State of Texas as an Asbestos Consultant/Inspector/Surveyor or other party acceptable to Lessee along with a written operations and maintenance program detailing how and when all remaining asbestos-containing material (ACM) will be inspected and maintained. The survey and program must be acceptable in form and substance to TWC and must:

- a. Identify and list all materials within the building which are suspected of containing asbestos.
- b. Specify which materials are submitted for laboratory analysis and report results of all samples taken.
- c. Specify the condition of all ACM, such as friable, nonfriable, encapsulated or enclosed, and must specify the extent of damage or deterioration of the material, if any.
- d. Identify on a floor plan the locations of all samples taken, along with a description of the sampled materials.
- e. Identify on a floor plan the extent of all ACM.
- f. Describe any areas that are inaccessible and state reasons for lack of access.

In the event an acceptable survey is not received within the time provided, or in the event the survey discloses the presence of friable asbestos or ACM, Lessee shall have the right to terminate the lease immediately or at any time thereafter upon delivery of written notice of such termination to Lessor. Any delay in Lessee's exercise of such rights shall in no event be deemed to be a waiver of those rights. At Lessee's sole option and in a manner and method acceptable to Lessee, Lessor must perform an asbestos abatement program to completely remove all friable asbestos or friable ACM from the building. The abatement program shall be completed before TWC's occupancy.

## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

### TWC RFP 3202300025A

The Lessor is responsible for paying all costs associated with asbestos abatement and required certifications/surveys.

To obtain information pertaining to the rules and regulations regarding this asbestos survey, the Lessor is advised to contact the Texas Department of State Health Services, Environmental and Consumer Safety Section, Austin, Texas, 1-800-572-5548.)

7. **FIRE & ELECTRICAL CODES:** Lessor shall be responsible for meeting the applicable requirements of the current National Electric Code, the National Fire Protection Association (NFPA), NFPA Life Safety Code, National Electric Safety Code, standards of the National Electric Manufacturers Association, Insulated Power Cable Engineers Association, the American Institute of Electrical Engineers and applicable local codes and ordinances. Lessor certifies that at the time Lessee occupies the lease space and throughout the term of the lease and any additional tenancy, Lessor will comply with all applicable requirements.

Lessor shall install labels on all individual electrical circuits and breaker/fuse boxes and mark all electrical wall outlet cover plates indicating panel and circuit number. Power panels or electrical distribution panels located in lease space must be secure and away from the public.

8. **FIRE PROTECTION:** Lessor is required to furnish the suppression equipment. Portable multi-purpose dry chemical fire extinguishers as required by NFPA #10, Standard for Portable Fire Extinguishers.

If the local jurisdiction authority has a more stringent requirement for fire protection equipment, then it shall be Lessor's responsibility to comply with that requirement.

All extinguishers must be readily visible, and their locations must be properly identified and at the proper height as determined by the NFPA 10: Standard for Portable Fire Extinguishers.

9. **FEDERAL, STATE AND LOCAL LAWS & CODES:** The space occupied by Lessee pursuant to the terms of the lease must comply with all applicable federal, state or local laws, statutes, ordinances, codes, rules and regulations relating to public health, safety, and welfare, and Lessor hereby covenants that the space will so comply.

### GENERAL REQUIREMENTS FOR LEASE SPACE

1. **BUILDING EXTERIOR:** Exterior of the building must be kept neat in appearance. Entries to lease space shall be free from obstructions, which would otherwise obscure view of entry from the street. If landscaped, grass, trees and shrubbery must be trimmed and maintained on a regular basis by the Lessor, unless otherwise agreed between Lessor and local office manager.
2. **BUILDING INTERIOR:** Interior walls, floor surfaces, ceiling tiles, light fixtures, doors, windows, fixtures, etc. of the building will be maintained in first-class condition by Lessor. Repairs will be accomplished as needed and as agreed between Lessor and local office manager.
3. **LIGHTING:** Lessor shall furnish and install fluorescent fixtures with protective shields in all offices, files and work areas. Incandescent fixtures may be installed in restrooms and janitor area.
4. **HVAC SYSTEM:** Lessor shall provide an adequate and complete summer-winter air conditioning, heating and ventilation system.
5. **RESTROOMS:** Lessor shall provide adequate restrooms for employees and visitors to the building as determined by Lessee's occupancy. Lessor shall provide restrooms that are in compliance with Texas Accessibility Standards (TAS).

## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

### TWC RFP 3202300025A

6. **SIGNAGE:** Lessor shall provide and maintain "Texas Workforce Commission" signs for office as approved by Lessee. Lessor shall provide and maintain TAS approved signage for restrooms, building entrance, elevators, and parking.
7. **PARKING:** Lessor shall provide adequate and sufficient off-street parking spaces for Lessee's employee and visitor parking as well as required disabled spaces as per TAS. One disabled parking space is required for each twenty-five (25) spaces available. At least one (1) disabled space must be van accessible.

Parking lot surface is to be asphalt or concrete. Parking spaces are to be striped and marked with appropriate signage and with adequate bumper block protection in compliance with local codes and ordinances. Sidewalks, drive entrances and curbs are to be concrete.

### BUILDING MAINTENANCE BY LESSOR DURING LEASE TERM

1. Lessor shall be responsible for all repairs and parts replacement necessary to maintain satisfactory operation of the HVAC system at all times and for cleaning or exchange of filters not less than every sixty (60) days, or as determined by the system manufacturer.
2. Lessor shall provide and install light fixtures, light tubes, bulbs and ballasts as necessary to maintain 50 f.c. in all interior spaces through the life of the lease as well as for exterior lighting.
3. Lessor shall provide repairs and touch-up painting on interior walls as appropriate and broken or water-stained ceiling tiles shall be changed out as required, at no cost to Lessee.
4. Torn or damaged carpet and damaged floor tile will be replaced as needed throughout the life of the lease, at no cost to Lessee.
5. Lessor is required to provide pest control services when necessary as agreed to by Lessee (local office manager).
6. Lessor shall maintain parking lot surface and striping, at no cost to Lessee.
7. Lessor shall provide building maintenance and repair services for all equipment and systems within the lease space. Problem calls to Lessor shall be responded to within twenty-four (24) hours. Emergency calls shall be responded to within two (2) hours.

### SPECIFIC LEASE SPACE REQUIREMENTS

1. Refer to applicable drawing, notes and specifications, as well as construction or modifications and changes listed below (or attached hereto.), if any.
2. Substantial deviations to approved plans and specifications may be negotiated, agreed upon and incorporated in the lease provided they are fully detailed in writing and added to the executed lease document as an endorsement by Lessor and Lessee.
3. Lessor will provide, monitor, and ensure performance of janitorial services in accordance with the specifications set forth below:
4. **DAILY RESTROOM CLEANING REQUIREMENTS:** Once during Working Hours and once after Regular Working Hours.
  - Clean and disinfect wash basins, commode seats, commodes, and urinals
  - Empty trash receptacles and replace plastic trash bags
  - Refill toilet paper, paper towels and hand soap

## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

### TWC RFP 3202300025A

5. **DAILY JANITORIAL MINIMUM REQUIREMENTS:** The following services to be performed outside of Regular Working Hours.

- Clean entrance doors and glass, inside and outside
- Clean entrance mats and sweep inside/outside entrance area
- Sweep all tile floors with electric broom or other dust-free method
- All tile floors are to be kept free of spills or buildup of any substance (solid or liquid-which could cause an accident) by wet mopping, sweeping and/or vacuuming.
- Vacuum all carpeted floors
- Inspect carpet for spots or stains and spot clean daily as needed. Spots to be cleaned daily with a bonnet cleaning process or by using a quality spot cleaner which is made to handle large, high-traffic areas and is residue free; dual action – lifts particles for easy vacuuming and deep-cleans carpet at the same time.
- Restroom: Wet mop with disinfectant and rinse all floors
- Restroom: Clean and disinfect wash basins, commode seats, commodes, and urinals
- Restroom: Clean and polish mirrors, bright metal
- Break room: Clean and disinfect inside, top and sides of sink(s), tops of stove, cabinets and tables
- Break room: Damp wipe outside of refrigerator, coke machine, and all chair surfaces
- Break room: Wet mop with disinfectant all floors
- Empty all wastebaskets
- Change plastic liner for each waste basket and/or trash receptacle as needed.
- Spot clean all wastebaskets as needed
- Clean and disinfect drinking fountains
- Replenish paper towels, toilet tissue and hand soap in all dispensers
- Remove all trash from the building and place in garbage bin at the southwest corner of the building
- Align all chairs in waiting area
- Replace burned out fluorescent lamps or light bulbs in ceiling fixtures and all other fixtures within the building.

6. **WEEKLY JANITORIAL MINIMUM REQUIREMENTS** The following services to be performed outside of Regular Working Hours.

- Wet mop all tile floors
- Dust tops of all file cabinets
- Dust top rails of each cubicle and all attached work surfaces as determined by TWC Contract Administrator. Awarded Vendor will not be responsible for moving personal items, files, or any computer related equipment such as printers, CPUs, etc.



## EXHIBIT A – GENERAL INFORMATION AND SPECIFICATIONS FOR AN OFFICE LEASE

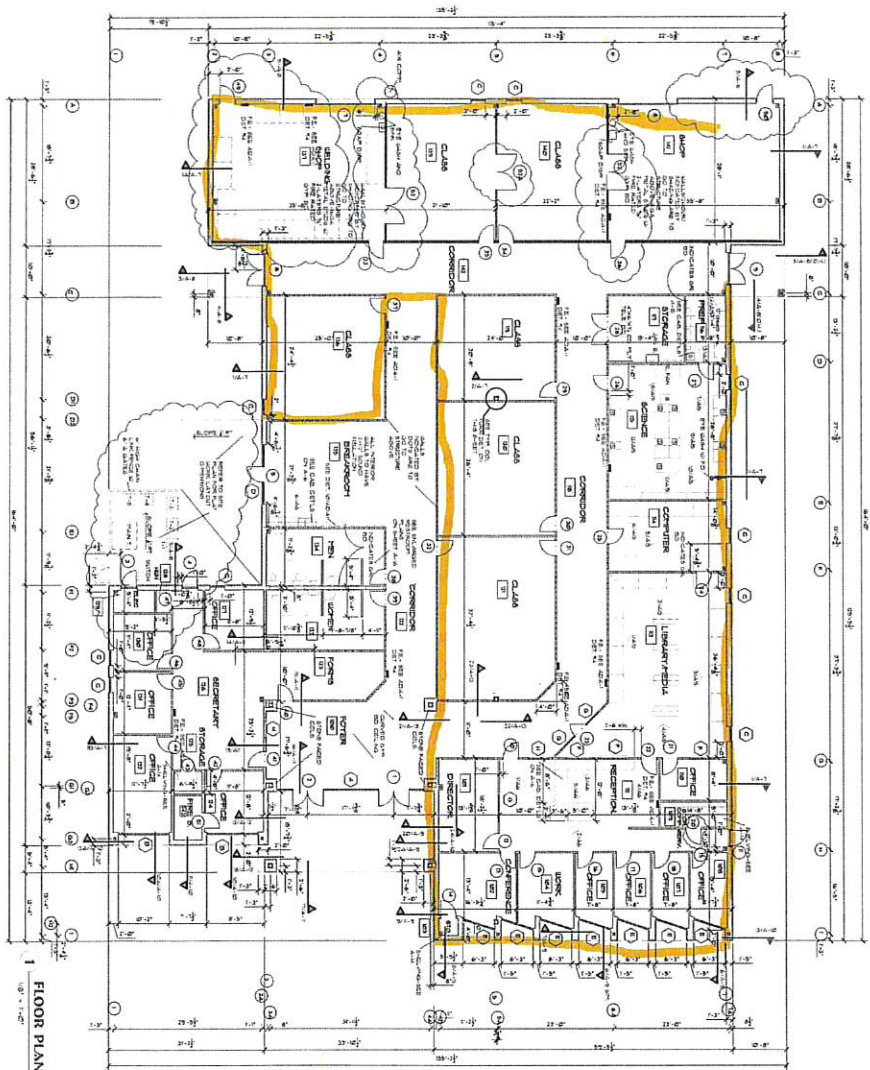
### TWC RFP 3202300025A

- Vacuum, dust mop or use broom under cubicle work surfaces. Vendor will not be responsible for moving personal files, personal items or any computer related equipment such as printers, CPUs, etc.
  - Restroom: Clean and disinfect all walls and partitions (stalls).
  - Spot wash doors, woodwork and wall areas around switch plates for dirt buildup and/or handprints or more frequently as needed.
  - Spot clean walls and baseboards and keep free from dirt, ink or pencil marks, dust and dingy spots.
7. **MONTHLY JANITORIAL MINIMUM REQUIREMENTS** – The following services to be performed outside of Regular Working Hours.
- Spot wax all floors and buff Vendor will use only floor waxes that are UL approved and classified as “anti-skid” or “anti-slip”
  - Dust, vacuum of lint, all office and upholstered chairs including pedestals
  - Dust and/or vacuum high ledges, tops of doors and window frames, vents and grills
  - Dust and/or vacuum all light fixtures
  - Dust and/or vacuum blinds (if installed in the office)
  - Clean all outside windows
8. **QUARTERLY JANITORIAL MINIMUM REQUIREMENTS** – The following services to be performed outside of Regular Working Hours.
- Damp clean all blinds (if installed in the office)
  - Clean inside windows
9. **SEMI-ANNUALLY JANITORIAL MINIMUM REQUIREMENTS** – The following services to be performed outside of Regular Working Hours and the scheduling coordinated with Contract Administrator.
- Vacuum light diffusers
  - Strip all tile floors and apply two (2) coats UL approved floor wax classified as “anti-skid” or “anti-slip”
  - Steam clean carpet

## EXHIBIT B

(floor plan)

This project consists of approximately 16,474 of building area and asphalt paving. This building will have a monolithic concrete foundation with concrete piers, a steel structural system, metal studs, gypsum board walls, brick veneer, standing seam metal roof, metal door frames, solid core wood doors and aluminum store front glass sections.



FLOOR PLAN

ASBLS  
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PROVIDES  
14,400 SF

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## EXHIBIT C

(legal description)

1505 South 4<sup>th</sup> Street, Crockett Industrial Park, Lot PT 12, Phase 1

Property ID: 29771

Owner: CROCKETT ECONOMIC & INDUSTRIAL

Property ID:	Account Number
29771	05010-00130-001
Property Legal Description:	Deed Information
CROCKETT INDUSTRIAL PARK	
LOT PT 12	Volume: 1114
PHASE 1	Page: 45
	File Number:
	Deed Date: 10/9/1998
Property Location:	Block:
S 4TH ST	
CROCKETT INDUSTRIAL PARK	Section / Lot:
Survey / Sub	
Owner Information:	Property Details
CROCKETT ECONOMIC & INDUSTRIAL	Property Exempt: X
DEVELOPMENT	Category / SPTB: XL
PO BOX 817	Total Acres: 5.173
	Total Living Sqft: See Detail
CROCKETT INDUSTRIAL PARK	Owner Interest: 1.000000
	Homestead Exemption: 0
Previous Owner:	Homestead Capital: 0
	Land Acquisition / Timber: 0

Land Market Val	51,730
Improvement Val	2,101,000

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	HOUSTON COUNTY	2,152,730	-	2,152,730	0
10	CITY OF CROCKETT	2,152,730	-	2,152,730	0
34	CROCKETT I.S.D.	2,152,730	-	2,152,730	0
34IS	CROCKETT I.S.D. I&S	2,152,730	-	2,152,730	0
61	HOUSTON CO HOSP DIST	2,152,730	-	2,152,730	0

Property ID: 29771

Owner: CROCKETT ECONOMIC & INDUSTRIAL

#### Building Detail

Sequence	Type	Class	Year Built	Homesite Value	Condition	Percent Good	Square Feet	Replacement Value	Total Value
1	CVOCSD	EXCL	2010	0		100%	15,533	2,081,110	2,081,110
2	FLC	PRCH	2010	0		100%	110	3,680	3,680
3	FLC	PRCH	2010	0		100%	110	3,680	3,680
4	FLC	PRCH	2010	0		100%	374	12,530	12,530

Total Building Value: \$ 2,101,000

Property ID: 29771

Owner: CROCKETT ECONOMIC & INDUSTRIAL

#### Land Detail

##### Land Sequence 1

Acres: 5.1730	Market Class: RPU46I	Market Value: 51,730
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: 0	Land Type:	Ag Code:
Front Foot: 0.00	Rear Foot: 0.00	Lot Depth: 0.00
Front Ft Avg: 0.00	Lot Depth %: 1.00	Land Square Ft: 0.00

Total Land Value: \$ 51,730

Property ID: 29771

Owner: CROCKETT ECONOMIC & INDUSTRIAL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
29771		CROCKETT ECONOMIC & INDUSTR	1114	45		10/9/1998
29771		KENT MAGGIE & EFFIE CERVINK	914	255		9/1/1989
29771		ETHRIDGE OSSIE S	0	0		1/1/1960