



GENERAL SERVICES CONTRACT GLO Contract No. 16-386-000-9977

THE GENERAL LAND OFFICE (the “GLO”) and MYELYN CONTRACTORS, LLC, Tax Identification Number 1472601784200 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for professional services (the “Contract”) pursuant to TEX. GOV’T CODE Chapters 2155-2262.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means the statutes and regulations included in Chapter 321 of the Government Code, Subchapter F of Chapter 2155 of the Government Code, and the requirements of Article VII herein. State agencies and/or designees with the authority to audit and inspect include the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office, and the Texas Comptroller of Public Accounts.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference.

“[Deliverables](#)” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the statements in **Attachment A**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

“[HSP](#)” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“[Mentor Protégé](#)” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“[Project](#)” means the Exterior Painting services, described in **SECTION 1.03** of this Contract.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Provider](#)” means **MYELYN CONTRACTORS, LLC** selected to accomplish the Project under this Contract.

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“[Solicitation](#)” means the GLO’s IFB No. X0009105-DF, incorporated herein by reference for all purposes in its entirety, including any Attachments.

“[Solicitation Response](#)” means Provider’s full and complete response to the Solicitation, which response is attached hereto and incorporated herein for all purposes in its entirety, including any Attachments and addenda, as **Attachment B**.

“[State of Texas TexTravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract, or enters into an agreement with Provider, to perform part or all of the obligations of Provider under this Contract.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed

Contract; Attachments to the Contract: Attachment A, Attachment C, Attachment D, and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, exterior painting of the Watkins-Logan Texas State Veterans Home in Tyler, Texas (the "Project"). The Project shall be performed in accordance with this Contract and all Attachments, GLO IFB No. X000915-DF, and Provider's Solicitation Response dated May 9, 2016, attached hereto and incorporated herein in its entirety for all purposes as **Attachment B**.

1.04 REPORTING REQUIREMENTS

Provider shall timely submit all reports and documentation that are required under this Contract directly to GLO Project Manager, Judy Hagood at Judy.Hagood@GLO.TEXAS.GOV in the manner and form specified by the GLO.

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II. TERM

2.01 DURATION

Provider shall achieve “Substantial Completion” (as defined in the Contract Documents) within sixty (60) calendar days (“Contract Time”), commencing on the date specified in the GLO’s written Notice to Proceed (“NTP”). Final Completion of the Project shall be on or before two-weeks Post-Substantial Completion and the Contract shall terminate on the earlier of i) November 30, 2016, or ii) Upon completion of the Project, in its entirety, to the satisfaction of the GLO.

The NTP may be delivered to Provider by regular mail, electronic mail, or facsimile transmission, with a copy to the GLO Office of General Counsel. **No work may begin and no charges may be incurred prior to the date on the GLO Project Manager’s written NTP. Any work performed prior to the date on the NTP shall be at Provider’s sole risk.**

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease Work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the provider defaults on the contract, the GLO reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The total compensation due to Provider for the services provided or performed pursuant to this Contract is not to exceed **ONE HUNDRED FIVE THOUSAND, SIX HUNDRED DOLLARS (\$105,600.00)**, in accordance with Provider's Solicitation Response in **Attachment B**.

Travel included in the Scope of Services must adhere to the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Project Manager using the GLO Travel Office approved form.

Requests for payment must:

- (a) be submitted to vendorinvoices@glo.texas.gov;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 16-386-000-9977"**

THE PROMPT PAY ACT DOES NOT APPLY IF PROVIDER DOES NOT SEND INVOICES TO VENDORINVOICES@GLO.TEXAS.GOV. If

Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

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¹ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed upon specific, written approval by the GLO, at rates determined by the GLO.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all Work performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all Deliverables under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to complete Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment A**, and that Provider is in compliance with all the requirements contained therein.

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V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

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VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

6.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the 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. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

6.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years, or as required by federal regulations applicable to the Project, if any. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

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6.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning Work under this Contract without the prior written consent of the GLO.

6.05 PUBLIC RECORDS

Pursuant to Texas Gov’t Code Chapter 2261, Provider agrees this Contract, including Provider's response to the solicitation and/or proposal(s) submitted prior to this contract award, shall be posted to the GLO’s website. Additional information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. . . Provider shall notify GLO’s General Counsel within twenty-four hours of receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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VIII. MISCELLANEOUS PROVISIONS

7.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by Attachment C of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage. **Prior to commencing work or incurring any charges under this Contract**, Provider shall submit directly to the GLO Legal Services Division, the original performance and payment bonds in the amount required for the Project and in conformance with the requirements of Attachment D, **FORM OF PERFORMANCE AND PAYMENT BONDS**.

7.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

(a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.

(b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers’ compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys’ fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

7.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its subcontractors during performance of this Contract.

7.04 INDEMNITY

Provider shall defend, indemnify, and hold harmless the State of Texas and the GLO and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, and all related costs, attorney fees, and expenses, arising out of, connected with, or resulting from any acts or omissions of Provider or its agents, employees, representatives, suppliers, assignees, designees, subcontractors, or order fulfillers in the execution or performance of this Contract. Provider shall coordinate its defense with the GLO and its counsel. Provider may not agree to any settlement without first obtaining the consent of the GLO and its counsel. Provider and the GLO shall furnish timely written notice to each other of any such claim.

If Provider becomes aware of, or the GLO informs Provider of, an actual or potential claim involving infringement of United States patents, copyrights, trade or service marks, or any other intellectual or intangible property rights, arising out of, connected with, or resulting from Provider's execution or performance of this Contract, Provider may (or in the case of an injunction against the GLO, shall), at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

7.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the

services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the Work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to perform services related to the Project.

7.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

The Provider is required to provide the GLO with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. Provider will submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov specifying the use, including expenditures to HUB subcontractors, if applicable. Any modifications to the HSP must be submitted to the GLO for prior approval through a HUB Subcontracting Plan Change Order. If the HSP is modified without the GLO's prior approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

7.07 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other Party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

7.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal,

state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

7.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Office of General Counsel

Provider

Myelyn Contractors, LLC
2313 Ridgewood Drive
Plano, Texas 75074
Attention: Farrell Porter

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

7.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

7.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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7.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

7.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

7.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

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7.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other Party, this Contract shall be null and void.

7.16 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

7.17 PREFERENCE FOR TEXAS PRODUCTS AND MATERIALS

If the Contract is for services, Provider, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this state.

7.18 SURVIVAL OF TERMS AND PROVISIONS

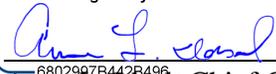
The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any subcontractors to provide the goods or services described in this Contract; indemnity; assignment and subcontracting; relationship of the parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

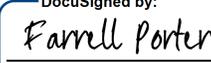
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 16-386-000-9977

GENERAL LAND OFFICE

MYELYN CONTRACTORS, LLC

DocuSigned by:

6802997B442B496
Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:

Name: Farrell Porter
Title: Project Manager



Date of execution: 7/5/2016

Date of execution: 7/5/2016

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ATTACHMENTS TO GLO CONTRACT NO. 16-386-000-9977

- ATTACHMENT A – GENERAL AFFIRMATIONS**
- ATTACHMENT B – PROVIDER’S SOLICITATION RESPONSE**
- ATTACHMENT C – REQUIRED INSURANCE**
- ATTACHMENT D – FORM OF PERFORMANCE AND PAYMENT BONDS.**

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

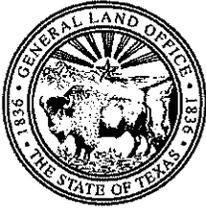
1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, Provider either certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) Provider and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. Provider acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will

cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the 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. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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IF NOT BIDDING
DO NOT RETURN
THIS FORM

TEXAS GENERAL LAND OFFICE

INVITATION FOR BIDS

Bidder agrees to comply
with all terms and
conditions of this IFB.

BID OPENING: April 25,
2016 @ 2:00 PM CT
BID NO: IFB-X0009105-DF

<p>AGENCY TO INVOICE Texas General Land Office P.O. Box 12873 Austin, Texas 78711 Attn: Accounts Payable, Room 710</p>	<p>WHEN BIDDING Each bid must be placed in a separate envelope with bid opening date and Bid Number annotated immediately below return address on SEALED BID ENVELOPE.</p>	<p>FAILURE TO SIGN WILL DISQUALIFY BID <i>Farrell Porter</i> 5/9/16 Authorized Signature Date By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32 (68).</p>
<p>DESTINATION OF GOODS IF DIFFERENT THAN ABOVE Texas General Land Office Stephen F. Austin Building Room 710-E 1700 North Congress Avenue Austin, Texas 78701-1495</p>	<p>HAND DELIVER/OVERNIGHT Texas General Land Office Stephen F. Austin Bldg. Room B-30 1700 North Congress Ave. Austin, Texas 78701-1495</p>	<p>FAX NUMBER FOR BIDS & ADDENDA ONLY: (512) 463-1795 Call 512-463-5291 or 512-463-5309 for FAX confirmation IF BIDDING, RETURN SEALED BIDS TO: Texas General Land Office P.O. Box 12873 Stephen F. Austin Bldg., Room B-30 Austin, Texas 78711-2873</p>
<p>DELIVERY IN _____ DAYS, CASH DISCOUNT _____% _____ DAYS</p>		<p>SEE INSTRUCTIONS 1.7 FOR VENDOR ID NUMBER</p>

<p>CHECK BELOW TO CLAIM A PREFERENCE UNDER 34 TAC RULE 20.38 In case of tie bids, one or more preferences described in 34 TAC Rule 20.38 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots. <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas bidder <input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran. <input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel <input type="checkbox"/> Energy efficient products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value</p>	<p>VENDOR ADDRESS AND IDENTIFICATION NUMBER Payee I.D.# <u>47-2601784</u> Company Name: <u>MYELYN CONTRACTORS, LLC</u> Address: <u>2313 RIDGEWOOD DRIVE</u> City: <u>PLANO</u> State: <u>TX</u> Zip: <u>75074</u> An identification number is required to process payment for goods/services purchased against contract awards. The federal Employers Identification Number (EIN) will be used to establish a payee ID Number. Enter Federal Employer's Identification Number <u>14 17 12 16 10 11 17 18 14</u> Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: http://www.irs.gov/businesses/ Check here if you are a Sole Ownership or Partnership <input checked="" type="checkbox"/></p>
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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1.	<p>Class 910 Item 54 Painting of the Watkins-Logan Texas State Veterans Home in Tyler, Texas as per the specifications, terms, and conditions set forth in this Invitation for Bids (IFB). This is a fully occupied skilled nursing facility so all safety measures must be taken to secure the work area(s). The Texas General Land Office (GLO) is seeking bids for exterior painting of the Watkins-Logan Texas State Veterans Home in Tyler Texas. Vendor shall provide all materials and labor.</p>	1	Ea		\$ _____	\$ <u>105,600⁰⁰</u>

INVITATION FOR BIDS
 RETURN SEALED BIDS TO:
TEXAS GENERAL LAND OFFICE
 P.O. Box 12873, Austin, Texas 78711-2873

Bid Opening: April 25, 2016 @ 2:00 PM CT
Bid No. ► IFB-X0009105-DF
Page 2 of 40

1700 N. Congress Ave., Stephen F. Austin Bldg., Room B-30, Austin, TX 78711-1495

		VENDOR				
		Vendor I.D.#				
		Vendor Name				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
<p>Class 910 Item 54</p> <p>There are ten (10) individual homes and one (1) Community Building (See Drawings, <u>Attachment B</u>)</p> <p>The Vendor shall be responsible for pressure washing the exterior of all 11 buildings and removing all dirt and paint chalk prior to painting. Vendor is responsible for protecting plant beds, fixtures, walkways, furnishings in immediate walk areas, cars, people and anything else that could be harmed during this service.</p> <p><u>PAINT SHALL BE:</u> Sherwin Williams Resilience Exterior Acrylic Latex Paint with Moisture Guard Technology and Vinyl Safe Color Technology. One coat of primer and 2 coats of Resilience paint. The finish will be a low sheen. (Four (4) colors will be decided at a later date.)</p> <p><u>STOCK:</u> Vendor shall be responsible for providing a gallon of the paint used in each color. The color formula shall be visible on the gallon can.</p> <p>Vendor shall be responsible for cleaning up work areas and removing all protections used while painting each day.</p> <p>The approximate square footage of the outside of the homes and community center is 125,000 square feet. (This is an estimate only.)</p> <p><u>SITE VISIT</u></p> <p>Bidder shall visit the site and make an assessment of the work to be performed. Bidder shall secure any additional information from the GLO, if necessary, that may be required for a clear and full understanding of the work to be performed. Bidder may contact the GLO Project Manager, Judy Hagood for any additional site visit information. Location: Watkins-Logan Texas State Veterans Home, 11466 Honor Lane, Tyler, TX 75708. There will be a <u>Mandatory Pre-Bid Site Visit on April 14, 2016 @ 2:00 P.M.</u> Please RSVP to debby.french@glo.texas.gov if you plan on attending.</p> <p><u>REFERENCES</u></p> <p>Bidder shall submit at least 2 references for job(s) of the same approximate size. Reference shall have Vendor, address, contact name, phone number and email address.</p> <p>A site plan can be obtained by contacting Judy Hagood. Email: judy.hagood@glo.texas.gov.</p>						

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 P.O. Box 12873, Austin, Texas 78711-2873

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Bid No. ► IFB-X0009105-DF
Page 3 of 40

1700 N. Congress Ave., Stephen F. Austin Bldg., Room B-30, Austin, TX 78711-1495

VENDOR	
Vendor I.D.#	
Vendor Name	

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	<p>Class 910 Item 54</p> <p><u>HISTORICALLY UNDERUTILIZED BUSINESS (HUB)</u> In accordance with Texas Government Code §2161, it is the GLO's policy to facilitate the participation of HUB subcontractors in providing goods or services to the agency. The GLO encourages Respondents with whom it contracts to adhere to the same philosophy when selecting To be considered responsive to this Solicitation, Bidders must complete the HUB Subcontracting Plan form in Attachment A. Bidders may access the Centralized Master Bidders List (CMBL) for HUB firms that may be able to provide services to the Bidder. The CMBL may be accessed through the following web site: HTTP://WWW2.CPA.STATE.TX.US/CMBL/CMBLHUB.HTML</p> <p>Should Bidders have questions regarding proper completion of the HUB Subcontracting Plan form, please contact Mindy Sue Cohen, HUB Coordinator at Mindy.Cohen@GLO.Texas.Gov or (512) 936-1487.</p> <p><u>INSURANCE AND BONDING REQUIREMENTS</u> For the duration of any contract resulting from this Solicitation, the Awarded Contractor shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry or listed. Work on any contract shall not begin until after Contractor has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.</p> <p>Workers Compensation & Employers Liability Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits. Workers Compensations: Statutory Limits Employers Liability: Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit \$1,000,000</p> <p>This Web site (Coverage starts with 406 of the Labor Code) addresses what Texas requires of WC. http://www.tdi.texas.gov/wc/act/index.html</p>					

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Bid No. ► IFB-X0009105-DF
Page 4 of 40

1700 N. Congress Ave., Stephen F. Austin Bldg., Room B-30, Austin, TX 78711-1495

					VENDOR		
					Vendor I.D.# _____		
					Vendor Name _____		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION	
	<p>Class 910 Item 54</p> <p>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</p> <p>Personal Injury and Advertising Liability: \$1,000,000 Products/Completed Operations Aggregate Limit: \$2,000,000 Damage to Premises Rented to You: \$50,000</p> <p>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.</p> <p>Payment and Performance Bond Contractor may be required to tender to the GLO, prior to commencing any work, performance and payment bonds, as required by Chapter 2253, Texas Government Code. A performance bond is required if the Contract Price is in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), for the amount of the contract. A payment bond is required if the Contract Price is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), for the amount of the contract.</p> <p>Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the GLO, and on the GLO's form. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.</p> <p>Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.</p>						

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 P.O. Box 12873, Austin, Texas 78711-2873

1700 N. Congress Ave., Stephen F. Austin Bldg., Room B-30, Austin, TX 78711-1495

Bid Opening: April 25, 2016 @ 2:00 PM CT
Bid No. ▶ IFB-X0009105-DF
Page 5 of 40

VENDOR	
Vendor I.D.#	<u>47-2601784</u>
Vendor Name	<u>Myelyn Contractors, LLC</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	<p>Class 910 Item 54</p> <p>Work is required to commence within ten (10) calendar days of delivery of a Notice to Proceed and Contractor shall achieve Substantial Completion within the time period submitted in the Contractor's bid.</p> <p>NUMBER OF DAYS TO COMPLETE PROJECT: <u>60</u> DAYS</p> <p>Agency Contacts: Procurement: Debby French, phone: 512-463-5309; fax: 512-463-1795; email: debby.french@glo.texas.gov. Project Manager: Judy Hagood @ 512-463-4117; email: judy.hagood@glo.texas.gov.</p> <p>Bidder's Contact Information: Name: <u>FARREAL PORTER</u> Phone Number: <u>214.418.0936</u> Fax Number: _____ Email: <u>myelyncontractors@gmail.com</u></p> <p>NOTE: ANY TERMS AND CONDITIONS ATTACHED TO A RESPONSE WILL NOT BE CONSIDERED UNLESS SPECIFICALLY REFERRED TO ON THIS SOLICITATION AND MAY RESULT IN DISQUALIFICATION.</p>					

REFERENCES

PAINTING PROJECT COMPLETED BY MYELYN CONTRACTORS

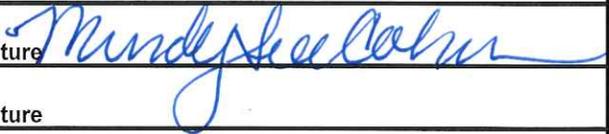
1. Birdville ISD
3124 Carson Street
Haltom City, TEXAS 76117
CONTACT: Shenko Williams *TF 830 - 275-1441*

2. HOUSING AUTHORITY OF THE CITY OF AUSTIN
AUSTIN TX *Jim*
CONTACT: JAMES TEASDALE *Paint jobs went well.*
512-477-4488 *X1124*

3. Dallas County Community College
CONTACT : Charles Alexander *charlie*
TF 214-289-1888 *vic mail*

4. DALLAS HOUSING AUTHORITY
393 NORTH HAMPTON ROAD
DALLAS TX
CONTACT: BILL MANNING
TEL 214-951-8468
Exterior and Interior Painting
\$89,000.00
2/14/14

Texas General Land Office Historically Underutilized Business (HUB) Subcontracting Plan Review

Section I:		
Solicitation Name/Number: X0009105-DF		
Vendor Name: Myelyn Contractors, LLC		
Receipt Date: 5/9/2016		
Section II:		
Good Faith Effort		Comments
Does the Response include an HSP?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Did the Respondent complete Section 1 of the HSP, Respondent and Requisition Information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Respondent intend to subcontract any portion of the contract work? <i>(Section 2(a) – Subcontracting Intentions)</i> If "no", complete Method 5 review. If "yes", select the appropriate Method(s) below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If the Respondent intends to subcontract, which method(s) was selected for completing the HSP?	<input type="checkbox"/> Method 1 - 100% Texas Certified HUB Utilization <input type="checkbox"/> Method 2 - Mentor-Protégé Utilization <input type="checkbox"/> Method 3 - HUB and Non-HUB Utilization (Meet or Exceed HUB Goal) <input type="checkbox"/> Method 4 - HUB and Non-HUB Utilization (Does Not Meet or Exceed the HUB Goal)	
Method 1: Respondent intends to subcontract 100% with Texas Certified HUBs	Comments	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Method 2: The Respondent intends to subcontract with Protégé	Comments	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Method 3: The Respondent intends to subcontract with Texas Certified HUBs and Non-HUBs and the aggregated percentage of HUB utilization meets or exceeds HUB goal	Comments	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Method 4: The Respondent intends to subcontract with Texas Certified HUBs and Non-HUBs, and the aggregated percentage of HUB utilization does not meet or exceed HUB goal	Comments	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Method 5: Respondent does not intend to subcontract <i>(Section 3 – Self Performance Justification)</i>	Comments	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Affirmation:		Comments
Did the Respondent complete the Affirmation of the HSP? <i>(Section 4)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Additional Comments: Contractor states that they have sufficient manpower who are trained with sufficient equipment to undertake the project.		
Determination:		
The HUB Program Office has reviewed the required HUB Subcontracting Plan, in accordance with Texas Government Code 2161.252 and Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.14. The following is the HUB Program Office's HSP review determination:		
<input checked="" type="checkbox"/> Compliant <input type="checkbox"/> Non-Compliant		
Mindy Sue Cohen HUB Representative Name / Date: 5/9/2016	Signature 	
Staff Representative Name (if applicable)/Date	Signature	
Executive Representative Name (if applicable)/Date	Signature	



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contract expected to be subcontracted to HUBs with which the respondent does not have a **continuous contract*** in place **for more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Questions about proper completion of the HUB Subcontracting Plan?

Please contact:

Mindy Sue Cohen, GLO HUB Coordinator
512-463-5194
Mindy.cohen@glo.texas.gov

Daphne Grantham, GLO Assistant HUB Coordinator
512-936-1487
Daphne.grantham@glo.texas.gov

HUB Goal: 32.9%

SECTION-1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: MYELYN CONTRACTORS, LLC State of Texas VID #: 47-2601784
 Point of Contact: FARRELL PORTER Phone #: 214-418-0936
 E-mail Address: myelyncontractors@gmail.com Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: IFB-X0009105-DP Bid Open Date: 5/9/2016
(mm/dd/yyyy)

Enter your company's name here: KYLEYN CONTRACTORS, LLC Requisition #: IPB-X0009105-02

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including **contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11., a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
 - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
 - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you do not have a continuous contract* in place with for more than five (5) years, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."
- Yes (If Yes, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Myley N CONTRA CTORS, LLC Requisition #: IFB-X0009105-02

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
44		%	%	%
45		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Myelyn Contractors LLC Requisition #: IFB-X0009105-02

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

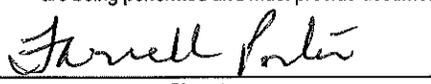
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Myelyn Contractors LLC have sufficient manpower and trained skills staff with sufficient equipment to undertake this project.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

	<u>Farrell Barr</u>	<u>PROJECT MANAGER</u>	<u>5/27/16</u>
Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Myelyn Contractors LLC Requisition #: IFB-X0009105-DR

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: N/A

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain and submit supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>N/A</u>			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>N/A</u>		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Mydyn Contractors, LLC Requisition #: ITB-X0009105-02

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: N/A

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB <input type="checkbox"/> - Yes <input type="checkbox"/> - No	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

N/A

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



TEXAS GENERAL LAND OFFICE

is

Inviting Bids

for

Exterior Painting of the Watkins-Logan Texas State Veterans Home

IFB Posting Date: 3/30/2016

Addendum No. 1 Posting Date: 4/20/2016

Deadline for Submission: May 9, 2016 @ 2:00 P.M. Central Time

INVITATION FOR BID X0009105-DF

ADDENDUM NO. 1

A copy of this Solicitation may be obtained by either of the following methods:

1. Retrieve this document from Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/>. YOU ARE RESPONSIBLE FOR CHECKING THE WEB SITE FOR ANY AMENDMENTS FOR ADDENDA. PLEASE SEARCH UNDER AGENCY CODE 305 (Texas General Land Office). THE RESPONDENT'S FAILURE TO PERIODICALLY CHECK THE ELECTRONIC STATE BUSINESS DAILY (ESBD) WILL IN NO WAY RELEASE THE SELECTED VENDOR FROM ADDENDA OR ADDITIONAL INFORMATION RESULTING IN ADDITIONAL REQUIREMENTS OF THE IFB.
2. E-Mail us at Debby.French@glo.texas.gov, and request that a copy of the Solicitation be forwarded to you. Please include your company name, address, contact name, phone number, and fax number. We will automatically send you any amendments or changes to the Solicitation.

**CLARIFICATIONS ON EXTERIOR PAINTING AT WATKINS
LOGAN TEXAS STATE VETERANS HOME
IFB-X0009105-DF**

BID OPENING DATE – changes from April 25, 2016 @ 2:00 PM CT to **May 9, 2016 @ 2:00 PM CT.**

1. It will be the responsibility of the contractor to work with the Project Manager and Operator to turn off ground sprinklers during painting.
2. If a lift is used around the exterior of the building, plywood shall be used to protect the grounds. Boards may not be left on the ground overnight.
3. Wood fences by the carports shall be painted inside and out.
4. Primer coat shall be Sherwin-Williams Pro Block B51 W620.
5. A clean-up site will be identified and designated at the Pre-Construction meeting.
6. Top Coat Colors shall be:
 - Sherwin-Williams 7532 Urban Putty
 - Sherwin Williams 7734 Olive Grove
 - Sherwin Williams 7040 Smoke House
 - Sherwin Williams 7604 Smoky Blue

The sign-in sheet from the Pre-Bid Site Visit begins on the following page.

In the submission of the Solicitation Response, the Bidder shall acknowledge receipt of this addendum; otherwise, the Solicitation Response may not be given consideration. The Bider shall acknowledge receipt by returning a signed copy of this notice with the solicitation response.

**IFB-X0009105-DF
EXTERIOR PAINTING OF THE WATKINS-LOGAN
TEXAS STATE VETERANS HOME
TYLER, TEXAS**

Addendum No. 1

Respondent Name	<u>FARRAU PORTER</u>
Vendor	<u>Myelyn CONTRACTORS, LLC</u>
Mailing Address	<u>2313 RIDGEMOOD DRIVE</u>
City/State/Zip	<u>PLANO TX 75074</u>
Signature	<u>Jarrell Porter</u>
Date	<u>5/5/16</u>

THIS HEREBY COMPLETES ADDENDUM NO. 1

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

MYELYN CONTRACTORS, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1472601784200 / 490009
Vendor Name	MYELYN CONTRACTORS, LLC
Vendor Address	1407 SCOTTSBORO LN RICHARDSON, TX 75082-3005 USA
County	COLLIN
Contact	LAURA PORTER
Phone/Fax	214-418-5936/
Email Address	MYELYNCONTRACTORS@GMAIL.COM
Website	
Business Description	Painting, flooring, siding.
Business Category	Special Trade Construction (03)
Small Business	Yes
CMBL Status	Inactive (N - Not on CMBL)
HUB Status	Active Bidder (A - Approved; Active Texas certified HUB)
HUB Expires	06-APR-2019
HUB Eligibility	BL (Black American)
HUB Gender	E

Vendor Performance	Score	# of POs
Commodity Delivery	*-	0
Commodity Performance	*-	0
Service Delivery	*-	0
Service Performance	*-	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Class Item	Commodity Description (bold for all items in class)
------------	---

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements.

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability and Workers' Compensation, shall provide for a waiver of subrogation as to all additional insureds, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this

Attachment C
GLO Contract No. 16-386-000-9977
2 pages plus form

paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURANCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
STATUTORY WORKERS COMPENSATION & EMPLOYERS LIABILITY
 - \$1 MILLION EACH ACCIDENT
 - \$1 MILLION DISEASE EACH EMPLOYEE
 - \$1 MILLION DISEASE POLICY LIMIT
\$1 MILLION CSL AUTOMOBILE INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

The General Land Office must be named as an additional insured and the Certificate must reference GLO Contract No. 16-386-000-9977

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we _____ a corporation
duly authorized to do business in this State, as Surety(s), are this date held and firmly
bound unto the State of Texas in the amount of _____

_____ Dollars \$ _____

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by and through the Texas General Land Office/Veterans Land Board, and dated _____ for the _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure, as defined by the Contract Documents, to faithfully perform the Contract, Surety(s) will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended, pursuant to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument

this _____ day of _____

PRINCIPAL

SURETY

By _____

By _____

Bond Identification No. _____

Address of Attorney-In-Fact _____

Telephone No. of Attorney-In-Fact _____

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we _____ a corporation
duly authorized to do business in this State, as Surety(s), are this date held and firmly
bound unto the State of Texas in the amount of _____

_____ Dollars \$ _____
for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State
of Texas, acting by and through the Texas General Land Office/Veterans Land Board, and dated
_____ for the _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless
and until the Principal shall faithfully perform the Contract in accordance with the Contract
Documents.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in
accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended,
pursuant to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this
instrument

this _____ day of _____

PRINCIPAL

SURETY

By _____

By _____

Bond Identification No. _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In-Fact