



CITY OF HOUSTON INVITATION TO BID

Issued: January 14, 2011

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, February 17, 2011** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**EVENT CLEANING AND JANITORIAL SERVICES
FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT
BID INVITATION NO.: S50-L23546
NIGP CODE: 910-39**

BUYER

Questions regarding this solicitation document should be addressed to **Arturo Lopez, Senior Procurement Specialist, at (832) 393-8731, or e-mail to arturo.lopez@houstontx.gov.**

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A pre-bid conference will be held for all prospective bidders ("Bidders") at the George R. Brown Convention Center ("GRBCC"), Conference Room #340, 1001 Avenida de las Americas, Houston, Texas 77010, at 9:00 A.M. on Wednesday, January 26, 2011. A tour of the facilities will held afterwards.

All prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the pre-bid conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by letter(s) of clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION A: OFFER

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***NOTE 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of letters of clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in section A, including the official signature page, which must be signed by a company official authorized to bind the company.**

SECTION A



**EVENT CLEANING AND JANITORIAL SERVICES
FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT
BID INVITATION NO.: S50-L23546
NIGP CODE: 910-39**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain invitation to bid for "**Contract for Event Cleaning and Janitorial Services**" for a three-year period with two (2) one-year option periods to extend, for the Convention and Entertainment Facilities Department, which was distributed by the City together with a "Notice to Bidders.". This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, letters of clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the letters of clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all letters of clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract (the "Agreement") covering award of said bid to this Bidder at any time on or before the 180th day following the day this official bid form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the Parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts, which shall be executed so as to make it binding upon the Bidder, and Bidder shall comply with all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which will be distributed by the City).

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, and any specified equipment necessary to provide Event Cleaning and Janitorial Services for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

Additional Required Forms to be included with this Bid:

In addition to the electronic bid form and the official signature page, the forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting a bid via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Bid Bond
Conflict of Interest Questionnaire.doc
Contractor's Questionnaire
Fair Campaign Ordinance.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply with the Program
Statement of Residency.doc

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful Bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Performance Bond

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B520, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8758 or via email (preferred method) to arturo.lopez@houstontx.gov no later than **4:00 PM, Wednesday, February 2, 2011.**

ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of event cleaning and janitorial services during the term of this Agreement. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Agreement. Therefore, the City shall not be liable for any contractual agreements or obligations the Contractor enters into with third parties based on the City requiring all the quantities specified herein. Exhibit "J"—Estimated **Historical Hours from Expiring Contract-- is provided for informational purposes only.**

CONTRACTOR'S QUESTIONNAIRE

Bidder's capability and experience shall be a factor in determining the Contractor's responsibility. In order to receive bid award consideration, the Bidder must be able to demonstrate that it is currently providing or has had at least one contract in the past five years, as a prime contractor, for event cleaning and janitorial services, that is similar in size and scope to the requirements of this Invitation to Bid. Bidder must have references documenting that it has performed event cleaning and janitorial services in convention centers or similar large performance and/or meeting venues in excess of 1,000,000 square feet that host heavily attended public events, including conventions, sit-down dinners, corporate meetings, and similar events requiring frequent furniture and equipment set-up arrangements on a large scale. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary.

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____
Years services were provided: _____
Total square footage of large performance and/or meeting facilities cleaned: _____
Description of Facilities: _____
2. Name: _____
Address: _____
Name & Phone Number of Contact: _____
City & State: _____
Years services were provided: _____
Total square footage of large performance and/or meeting facilities cleaned: _____
Description of facilities: _____
3. Name: _____
Address: _____
City & State: _____
Years services were provided: _____
Total square footage of large performance and/or meeting facilities cleaned: _____
Description of Facilities: _____

SITE INSPECTION

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this Agreement.

EXPERIENCE

A. How many years has your company been in the Event Cleaning and Janitorial Services Business?

B. List the three largest companies or government agencies that your company services or has serviced in the last five years as a prime contractor. Indicate quantity and type of service performed and the number of years provided. Include a contact name and telephone number for each reference.

C. Do you invoice by computer? _____

D. Have you done business with the City in the past? _____

E. Have you had a contract terminated for cause within the last seven years? If yes, please explain: _____

F. Are you now, or have you ever been, involved in litigation with a party with whom you have done business? If so, please explain:

G. Does your company have sufficient funds to pay its employees on time in a consistent manner? Please provide banking references for the last seven years. Include the name of bank, bank officer, phone number, and number of years your company has had the banking relationship.

H. Has your company ever filed for bankruptcy or defaulted on a loan or bond? If so, please describe the circumstances: _____

EMPLOYEES

- A. How many service personnel do you have employed? _____
- B. How many are permanent? _____
- C. What is the average length of service in your firm for your full time and part time employees? _____

- D. What type of training do your service personnel receive?

- E. How do you keep your service employees up to date on service changes or revisions?

- F. Describe the hiring techniques you use to ensure that your service employees are qualified to provide quality services and are knowledgeable in their area:

- G. Are your service personnel commissioned, hourly, or salaried?

- H. Are your personnel bonded? _____

EQUIPMENT AND SERVICES

1. List your twenty-four (24) hour emergency phone number.

2. a. Is your company capable of providing up to 150 additional cleaning personnel, 11 to 20 supervisors, and two furniture repair personnel upon 48 hours' notice?

- b. Is your company capable of providing 50 additional cleaning personnel, six to ten supervisors, and two furniture repair personnel upon 12 hours' notice?

3. Describe how your company will provide up to 20 additional cleaning personnel per shift:

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

BID BOND

The Bidder shall provide a bid bond in the amount of **\$50,000.00**. The bid bond shall be in the same form as that distributed by the City, and shall be duly executed by Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. Cashier checks made payable to the City are also accepted. Bid bonds will be held by the City until an award is approved.

PERFORMANCE BOND

The Contractor shall furnish and maintain a performance bond in the amount of **\$1,500,000.00** throughout each year of the agreement, renewable each year of the Agreement Term including extension terms, conditioned on the Contractor's full and timely performance of the Agreement. If the City exercises its option to extend the Agreement beyond the initial term of three years, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for the initial term of the Agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be issued by a corporate surety authorized to write surety bonds in the State of Texas and a form approved by the City Attorney's Office.

If the City exercises any option years, Contractor shall maintain a performance bond in the amount equal to **\$1,500,000.00** for the option year, in a form approved by the City Attorney's Office. The bond must be in substantially the form attached as Exhibit "I" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on

federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

The Bidder must deliver the performance bond or clean irrevocable letter of credit to the City Purchasing Agent on or before the tenth day following the day the successful Bidder receives notification from the City of a possible award.

GREEN ALTERNATIVES

The City is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance standards. If your company uses or offers any green alternatives that are an acceptable substitution for products required herein, please provide all relevant specifications and information with your bid submission.

SECTION B

SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, equipment, tools, supplies, permits, management, supervision and transportation necessary to provide event cleaning and janitorial services for the Department's facilities (the "Facilities"):

- 1) George R. Brown Convention Center ("GRBCC")
1001 Avenida de las Americas
Houston, Texas 77010
- 2) Wortham Theater Center
510 Preston
Houston, Texas 77002
- 3) Jones Hall for the Performing Arts ("Jones Hall")
615 Louisiana
Houston, Texas 77002
- 4) Miller Outdoor Theatre ("MOT")
100 Concert Drive
Houston, Texas 77030
- 5) The Houston Center for the Arts ("HCA")
3201 Allen Parkway
Houston, Texas 77019
- 6) Talento Bilingue de Houston ("TBH")
333 South Jensen
Houston, Texas 77003
- 7) Theater District Parks, all of which are located in downtown Houston:
 - a. Sesquicentennial Parks I and II, and Fish Plaza, the exterior grounds outside the Wortham Theater Center, including statues of a former American president and secretary of state located therein;
 - b. Sabine Promenade (a 23 acre waterfront area adjacent to Buffalo Bayou, from Sabine Street to Bagby);
 - c. Jones Plaza, a park across the street from Jones Hall;
 - d. Root Memorial Square Park, a park bordered by Clay, Bell, Austin and La Branch streets;
 - e. Sweeney Clock Triangle, a small landscaped area located on a triangular esplanade between Capitol Street and Rusk Street, on Bagby Street; and
 - f. Albert Thomas office at Bayou Place, a replica of the office used by the late Congressman Albert Thomas, located at 500 Texas Avenue, Houston, Texas.

1.0 Personnel Requirements

1.1 The Contractor shall provide the following employees defined below on short notice to augment the City's personnel resources:

- 1.1.1 Housekeepers
- 1.1.2 Supervisors and Customer Service Representative ("CSRs")
- 1.1.3 Equipment Repair Personnel
- 1.1.4 Warehouse Supervisors

1.2 The Contractor shall provide from one to 20 additional Housekeepers per shift upon four hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor. The Contractor shall provide from one to five Supervisors per shift, and one Equipment Repair employee per shift upon four hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor.

A shift is defined as a scheduled eight hour work period.

1.3 The Contractor shall provide from 21 to 50 additional Housekeepers, from six to ten Supervisors, and two Equipment Repair Personnel per shift upon 12 hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor.

1.4 The Contractor shall provide 51 to 150 additional Housekeepers, from 11 to 20 Supervisors, and two Equipment Repair Personnel per shift upon 48 hour notification, unless a shorter or longer period of time is mutually agreed upon by the Director and the Contractor.

1.5 Contractor's supervisory personnel must have specific skills and sufficient training to accomplish the duties required by this Agreement. Contractor's training program must include customer service training and must be approved by the Director.

1.6 All personnel must be capable of comprehending and executing instructions as they relate to the duties required by this Agreement.

1.7 Equipment Repair Personnel must be trained and skilled in making minor repairs to furniture and fixtures including, but not limited to, the following.

- 1.7.1 Formica Tables (Square and Round)
- 1.7.2 Staging and Risers
- 1.7.3 Office Desks and Credenzas
- 1.7.4 Stack Chairs
- 1.7.5 Cushioned and Upholstered Chairs and Sofas
- 1.7.6 Basic equipment for events, such as podiums or lecterns.

Parts, materials and supplies for furniture and equipment repairs will be furnished by the Department unless special services are requested. Two full-time Equipment Repair Personnel are required at the GRBCC.

1.8 Housekeepers must be trained and skilled in floor care and minor flooring repairs, which include, but are not limited to, care and replacement of the following flooring materials furnished by the Department.

- 1.8.1 Carpet
- 1.8.2 Vinyl Composition Tile
- 1.8.3 Granite
- 1.8.4 Concrete

1.8.5 Marble

1.8.6 Wood

- 1.9 Special Finishes: Facility Manager approval of cleaning materials is required before handling special finishes such as teak, brass, and marble. Facility Managers may give their approval either orally, in person or by telephone, or in writing. E-mail or facsimile (fax) approval is also considered acceptable.
- 1.10 The Contractor shall dedicate, at no expense to the City, a full-time Project Manager, who will have an office in one of the Department Facilities designated by the Director for the term of this Agreement. The Project Manager must have at least five years' experience commensurate with the requirements of this Agreement.
- 1.11 Contractor shall also dedicate an Assistant Project Manager to this Agreement. The Assistant Project Manager shall be assigned to work at the George R. Brown Convention Center and must have at least five years' previous supervisory experience. It is preferred that the Assistant Project Manager be bilingual (able to communicate both in English and Spanish).
- 1.12 The Director reserves the right to interview the final candidates for the Project Manager and Assistant Project Manager positions. The Director has the right to approve the Project Manager and the Assistant Project Manager, and such persons shall not be changed without the Director's prior written approval. Contractor shall communicate with both the Director and the Facility Managers about changes to its managerial staff prior to any such changes being made.
- 1.13 The Contractor shall provide at least two personnel per shift at the GRBCC who are trained to operate forklifts, scrubbing machines and other vehicles necessary to complete the assigned tasks. Contractor shall ensure that all persons operating forklifts have completed an approved forklift training class and have received certification prior to operating vehicles.
- 1.14 Contractor shall fill vacated Customer Service Representative ("CSR") positions in a timely manner.
- 1.15 A minimum of four CSRs for Theater District Facilities (one each for the Wortham Theater Center, Jones Hall, Theater District Parks, and Miller Outdoor Theatre) and four CSRs for the GRBCC must be assigned to the Department to handle all needs, facilitate communication, and ensure quality of services. The CSRs must maintain an office on a 40 hour per week basis at Facility locations, hours and days specified by the Director. The CSRs or persons handling CSR responsibilities must be available by telephone 24 hours a day to handle requests for services. If the assigned individuals are replaced, the Director and the Facility Manager must be notified in writing immediately. CSRs shall supervise all events and activities as directed by the Project Manager, who will receive instructions from the Facility Managers.
- 1.16 Contractor shall provide office furniture, equipment, and supplies for Contractor's office(s), including telephone service, at its sole expense. The cost of these items shall not be billed to the City.
- 1.17 At the GRBCC, Contractor shall provide Housekeepers as deemed necessary by the Facility Manager, to perform cleaning services that include, but are not limited to, special "detailing" of facility areas, other cleaning projects on an as needed basis, and the cleaning, wiping and dusting of beams, trusses, fixtures, columns and ceilings all at a height of up to 35' using personnel lifts.

2.0 Contractor's Responsibilities

2.1 Project Manager Duties

Contractor's Project Manager shall perform duties which include, but are not limited to, the following:

- 2.1.1 Schedule personnel.
- 2.1.2 Supervise Contractor's CSRs and employees.
- 2.1.3 Develop, implement and manage an organized system for all personnel to ensure compliance with this Agreement and provide quality assurance.
- 2.1.4 Develop familiarity with the industries that comprise the Department's clients, i.e., conventions, trade shows, the performing arts, concerts, etc. The Project Manager shall periodically observe events at all Facilities to assess actual practices of operations.
- 2.1.5 Develop with the Department's Maintenance Supervisors and Custodian Leaders an efficient and effective maintenance operation.
- 2.1.6 Provide documentation to the Director of on-going written and oral training programs in state-of-the-art cleaning techniques, customer service, and safety for Contractor's personnel.
- 2.1.7 Must be on call 24 hours a day to handle Department requests.
- 2.1.8 Must ensure that labor staff does not use the stairwells or leasable areas of the Facility for rest or lunch breaks. Breaks must be taken in areas designated by City personnel.
- 2.1.9 Facility Managers will provide the Contractor's Project Manager with a list of anticipated duties the required personnel must provide. Examples of some typical duties are listed in Section 8.0. Such responsibilities can be general in nature, but will be defined in such a way that Contractor shall be able to provide personnel with the proper training and work skills.
- 2.1.10 Verify all time keeping records and ensure accurate time recording for invoicing.

2.2 Assistant Project Manager Responsibilities

The Assistant Project Manager shall assist the Project Manager with his or her duties, as described above, and shall be dedicated exclusively to this Agreement. The Assistant Project Manager will be assigned to work at the GRBCC and shall perform tasks including, but not limited to, the following:

- 2.2.1 Assist Project Manager in all phases of management.
- 2.2.2 Complete Identification badge requests for all new employees.
- 2.2.3 Ensure all background, drug and other pre-employment checks are completed.
- 2.2.4 Conduct safety training and proper use of all equipment and cleaning supplies.
- 2.2.5 Monitor performance of staff working in exhibit halls, meeting rooms and public areas.
- 2.2.6 Ensure that assigned personnel follow all setup and floor plan requirements.
- 2.2.7 Understand and implement meeting room and Exhibit Hall equipment setup instructions.
- 2.2.8 Work closely with the Department's Maintenance Supervisors to ensure that all setup arrangements for events are made in a satisfactory and timely manner.
- 2.2.9 Must be able to read, understand, and follow all floor plans, setup and event plan documents, e.g., show floor plans, and give directions to cleaning staff.

2.3 Customer Service Representative (“CSR”) Responsibilities

CSRs shall perform duties which include, but are not limited to, the following:

- 2.3.1 Ensure proper clock in and clock out procedures for Contractor's personnel, who shall use biometric time clocks as described herein.
- 2.3.2 Account for all personnel on duty within five minutes prior to start time when requested by a Facility Manager.
- 2.3.3 Attend Facility staff meetings held by the Department.
- 2.3.4 Ensure good quality performance by Contractor's personnel.
- 2.3.5 Implement and monitor security procedures for Contractor's personnel and comply with security procedures established by the Department.
- 2.3.6 Maintain a well-groomed, neat attire and professional manner at all times when on duty in the Facilities.
- 2.3.7 Ensure that Contractor's personnel comply with applicable City and Departmental policies and procedures. The Facility Manager will provide copies of applicable policies and procedures.
- 2.3.8 Ensure that Contractor's personnel meet required standards, including wearing approved uniforms and maintaining personal hygiene standards.
- 2.3.9 Terminate inefficient, ineffective or unsuitable personnel.
- 2.3.10 Be present at event locations, or nearby, prior to and during the opening of each event to ensure the staff maintains a high quality of cleaning and maintenance standards for all events, including events held in large function and meeting rooms within the Facilities.
- 2.3.11 At the Miller Outdoor Theatre, and other Facilities as required, CSRs must be present during the daily cleaning shift, evening performance cleaning shift, and special cleanings to manage the quality of staff, cleaning and maintenance.
- 2.3.12 At least one CSR shall be on site in the GRBCC during each and every shift.

2.4 Supervisor Responsibilities

Supervisors shall perform tasks which include, but are not limited to, the following:

- 2.4.1 Explain tasks and assignments to the Contractor's personnel and relieve or replace such personnel as deemed necessary.
- 2.4.2 Supervise the regular Housekeepers and report any problems to the CSR and/or the Project Manager.
- 2.4.3 Assist the CSRs with the performance of their duties, and perform other tasks as the Project Manager deems necessary, to facilitate cleaning services at the Facilities.
- 2.4.4 Have specific skills and training to accomplish the required duties. Supervisors must have

received adequate customer service training and are subject to the Director's or Facility Manager's approval.

- 2.4.5 Have sufficient knowledge and communication skills to give clear instructions to the Housekeepers. Supervisors must instruct Housekeepers about proper cleaning techniques, safe operation of equipment, safe work practices, and the methods in which required tasks shall be performed.
- 2.4.6 Ensure that all staff stay in assigned areas and follow all Department and Contractor rules and regulations.
- 2.4.7 Direct the Housekeepers to follow the Department's recycling guidelines and policies.
- 2.4.8 Understand setup plans for events, e.g., meeting room and Exhibit Hall equipment setups.
- 2.4.9 Ensure that staff meets productivity goals and deadlines.
- 2.4.10 Manage staff lunch breaks so that an adequate level of cleaning coverage is maintained.

2.5 Warehouse Supervisors

At the GRBCC, Contractor shall employ a total of up to four Warehouse Supervisors, who shall keep track of an inventory of furniture, equipment and supplies located at the GRBCC warehouse, and who shall facilitate the transportation of the furniture, equipment and supplies to other Facilities as needed.

The Warehouse Supervisors shall also perform the following duties:

- 2.5.1 Maintain the cleanliness and order of the warehouses.
- 2.5.2 Check out equipment and supplies. The Warehouse Supervisors must have computer and bar code skills.
- 2.5.3 Inform Supervisors about any equipment problems.
- 2.5.4 Understand and require safe operation of equipment used in the warehouses. Warehouse Supervisors must be forklift certified. Contractor shall keep proof of forklift certification in its files and provide copies to the Facility Managers if they request copies.
- 2.5.5 Work closely with all Supervisors and staff to ensure that all equipment and event requests are handled in an efficient manner.
- 2.5.6 Enforce all Department rules and regulations, including recycling policies.
- 2.5.7 Inventory all equipment, supplies, and materials as directed by Facility Managers.

2.6 Maintenance of Records

Contractor shall establish and maintain records for all requests submitted by the Department and invoices sent to the City for payment. All records shall be kept at a location suitably accessible to authorized City representatives as required in the "Audit and Inspection" Section of this Agreement. The City shall have the right to inspect and audit all such records at its own expense.

- 2.7 Contractor shall acknowledge that the Department will act as an exclusive ordering agent for this Agreement.

2.8 Contractor must provide the Department with 24 hour a day, seven days per week phone numbers for contacting the Contractor at any time. These numbers must be kept current and phone calls must be returned within one hour.

2.9 Contractor shall provide confirmation in person, by phone, or in writing to the Facility Managers with the name(s) of personnel who will report for assigned shifts. This confirmation must take place prior to the time the Contractor's personnel are to report for work assignments.

2.10 Hours and Times of Work

The Director and Facility Managers have the right to set the hours and times services are required. Work hours shall not be limited to a certain time period during the day. Requirements for services may be scheduled at any time during the day or night, weekends and/or holidays. Under certain circumstances, due to extra labor needed for special projects or large events, Contractor may allow its employees to work overtime instead of providing extra labor personnel, but only if approved in advance by the Director or a Facility Manager. City will pay for overtime work, provided that the Director has approved of it in advance. Contractor shall pay its employees for overtime at the rate of one and one-half multiplied by the employee's regular hourly wage and shall bill the City at the overtime rates set out in the fee schedule attached hereto as Exhibit "H," which billings will include additional direct costs to Contractor associated with payment of overtime pay. For the purposes of this Agreement, "Overtime" means hours worked in excess of 40 hours per week.

2.11 Contractor and its subcontractor(s) shall prepare their personnel's payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, State and local laws.

2.12 Contractor's personnel are not employees of the City and shall not be considered as such, nor be entitled to benefits and provisions which are due employees of the City. Payroll, hiring, firing, assignment of personnel, and supervision of employees shall be handled solely by Contractor.

2.13 Contractor shall replace any personnel immediately upon oral or written notification from the Director stating that they are not performing satisfactorily. Contractor shall re-do any work the Director deems unsatisfactory by oral or written notice to Contractor, at no additional charge to the City.

2.14 Any of Contractor's employees, including subcontractor employees, whose employment is terminated at any Facility under this Agreement shall not be re-assigned to any other City facility.

2.15 Contractor must provide personnel with approved uniforms. In addition, Contractor personnel must have good personal hygiene as well as reliability, punctuality, honesty, proper work habits, and proper behavior in accordance with the needs of the Department, for all events, as determined by the Director and the Facility Managers.

2.16 Contractor must provide personnel who are familiar with the Facilities and Facility layout to which they are assigned. The Contractor shall develop and use a written orientation program approved by the Director to be used as a handout, specific to each Facility location.

2.17 The Contractor shall offer employment and agrees to hire and utilize personnel from the previous cleaning service upon request of the Department. Only top quality employees will be recommended for hiring by the Contractor.

2.18 The Contractor must distribute all payroll checks earned by its personnel assigned to any Facility at a location other than any Facility included in this Agreement. All such payroll checks must be distributed by a representative of the Contractor other than one of the CSRs on duty under the terms of this Agreement. Contractor shall distribute payroll checks to its employees no later than 3:00 p.m. on each regularly scheduled payday, at least every other week on Friday. If the payroll checks are drawn upon insufficient funds, or are distributed late on more than one occasion, either by

Contractor or Contractor's subcontractor, the Director may terminate the Agreement by sending written notice to Contractor. Additionally, if Contractor or Contractor's subcontractor is late distributing payroll checks or issues payroll checks drawn upon insufficient funds, Contractor shall remedy such errors and shall pay liquidated damages as specified herein. If Contractor or its subcontractor knowingly issues checks drawn upon insufficient funds, it may face criminal penalties as well. Contractor and its subcontractor(s) shall keep accurate records of the time its employees work and all employees' paychecks shall include any and all amounts, including overtime, owed to the employees for the applicable pay period. Contractor shall be responsible for ensuring that its subcontractor complies with all requirements of this section.

2.19 Training Program and Safety Policies

When new personnel are provided, the Contractor shall conduct, at a minimum, an eight hour orientation of the particular Facility layout and proper use of equipment. Contractor's safety policies shall include, but are not limited to, back injury prevention techniques, proper application of cleaning chemicals, and established cleaning techniques. Training shall be done at the Contractor's cost, prior to the new personnel commencing with work assignments. The format of such training must be approved in advance by the Facility Manager. Documentation of training performed must be provided to the Facility Managers upon request.

2.20 Criminal Background Checks

At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time deemed necessary by the Director throughout the term of the Agreement. **Failure to strictly comply with this requirement is grounds for immediate termination of the Agreement.**

The Contractor shall be responsible for all costs associated with the background checks.

Additionally, all of Contractor's employees and subcontractor employees must:

- a. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted*;
- b. Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction*;
- c. Not have any pending, unresolved, or unadjudicated felony charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony;
- d. Not be registered or required to be registered in this or any other state as a sex offender;
- e. Have no outstanding warrants;
- f. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored; and
- g. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall

also be conducted at Contractor's expense. Contractor shall ensure that drug testing services are available during both day and evening shifts. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility.

*The Director reserves the right to approve of exceptions to the requirements marked by an asterisk above, on a case by case basis. Contractor shall obtain written approval from the Director before employing employees with prior criminal records.

The City reserves the right to conduct additional background checks as deemed advisable for special events.

3.0 Uniforms, Supplies, and Equipment

3.1 At no expense to its employees, Contractor and its subcontractor(s) shall provide five sets of complete everyday uniforms, two sets of complete formal uniforms (where indicated), and additional garments required for outdoor work, as described in the sections below. All uniforms must be approved by the Director.

3.2 Uniforms shall be first quality, clean and pressed, of good appearance and free from foreign matter, stains, burns, scorched spots, tears or holes, and excessive visible mending. Contractor shall replace excessively worn or damaged uniforms with new uniforms as the Facility Managers deem necessary.

3.3 Contractor and its subcontractor(s) shall clean the uniforms at their expense and shall not charge their employees for the cost of the uniforms or the cost of cleaning the uniforms, with the exception of uniforms that are lost or stolen. At some Facilities, the employees may be given the option of cleaning their own uniforms, with the Facility Manager's advance approval. **The Bidder must provide photographs and specifications of the uniforms with its bid.**

3.4 Employees working regular daily schedules shall wear the uniforms described below. All temporary labor and personnel hired by the Contractor and its subcontractor(s) shall also wear the same uniforms. If logos are required, **the uniforms must include only the Facility logo, not Contractor's logo.** Shoes must be clean, appropriate black work shoes. The successful bidder, "Contractor," shall provide samples of its uniforms to the Director prior to commencement of services under the Agreement.

3.5 Formal Uniforms

During certain special events at the GRBCC and all theater performances, the Contractor shall provide a more formal uniform of corporate quality. This uniform shall consist of a corporate quality long sleeve white dress shirt, black dress slacks, black dress shoes (no tennis shoes), and a black clip-on bow tie. A white long-sleeved dress shirt meeting minimum specifications shall be of a polyester/cotton blend broadcloth fabric (3.1 oz.) with durable press finish. The design shall be banded collar with neat points, permanent collar stays, 1/4" top-stitching on collar and cuffs, two hemmed spade-style pockets with triangular bartacks, center pleat placket, two-piece shoulder yoke, seven buttons with vertical buttonholes, and barrel style lined cuffs with rounded corners. Dress slacks meeting minimum specifications shall be of 100% texturized polyester plain weave with Visa soil release finish (7 oz.), of straight leg model, zipper fly front, two quarter top and two set-in single welted hip pockets, fused waistband with five to seven belt loops. The black bow tie meeting minimum acceptable requirements shall be of a smooth polyester blend fabric, pre-formed and having a clip-on attachment. All uniforms shall be identical for all personnel on duty (i.e. long sleeves, short sleeves). For theater events, Supervisors must wear black blazers with Facility logo on the breast pocket.

3.6 Uniform Specifications for the GRBCC

Uniforms for the GRBCC shall consist of short sleeve work shirts (65/35 blue with white stripes), navy blue work pants (65/35 work pants), black belt, and navy jacket.

Men's/Women's - navy work pant

Men's/Women's - Black 2 inch belt

Men's/Women's - blue/white pin stripe work shirt, short sleeve

Men's/Women's navy jacket (same color as work pants)

Fabrics used for uniforms shall be a machine washable blend of polyester/cotton (65/35).

3.7 Houston Center for the Arts Uniforms

At the Houston Center for the Arts, the Contractor shall provide each employee with five non-event uniforms and two event uniforms. Additionally, Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel, for emergency purposes. These uniforms will be kept on-site.

A. Non-Event Uniform

Oxford cloth button-down shirt, short sleeve, Navy

Pleated work pant, Khaki

Dress uniform belt

B. Event Uniform

Oxford cloth button-down shirt, long sleeve, White

Pleated work pant, Black

Dress uniform belt

Each employee shall wear black shoes and black socks with the event uniforms.

Contractor shall ensure that uniforms are cleaned on a weekly basis. Contractor's employees must be in proper dress at all times when on property.

3.8 Theater District Parks Uniforms

For Theater District Parks, Contractor shall provide the following uniforms to its employees, including subcontractor employees. Employees assigned to Theater District Parks will wear a more casual uniform than the formal uniforms required at the theaters.

A. Shirts

Five pairs - 100% cotton "Club Classic" golf shirts / with a pocket

Color-Burgundy

The 100% cotton shirts are for comfort in the spring and summer months.

B. Slacks

Five pairs- "Aviator Cargo" pants

Color: Khaki

C. Outerwear for Cold Weather

Two -"Systems" Parkas
Color: Deep Teal (dark greenish blue/black)

Two -"Systems" Jackets
Color: Deep Teal (dark greenish blue/black)

The "Systems" jackets are for outerwear during the fall and winter. The "Systems" parkas are for extreme or excessively cold weather.

D. Shorts for Hot Weather

The cargo shorts listed below are to be worn during hot weather (spring/summer).

Five pairs khaki shorts (100% cotton), cargo style, with multiple utilitarian pockets.

3.9 Uniforms for Wortham Theater Center, Jones Hall, and Talento Bilingue de Houston

For the Wortham Theater Center, Jones Hall, and Talento Bilingue de Houston, Contractor and its subcontractor(s) shall provide each employee with five non-event uniforms and two event uniforms. Additionally, Contractor shall provide several sets of uniforms in a variety of sizes for cleaning personnel, for emergency purposes. These uniforms will be kept on-site.

A. Non-Event Uniform

Oxford cloth button-down shirt, short sleeve, white
Pleated work pant, navy
Dress uniform belt

B. Event Uniform

Oxford cloth button-down shirt, long sleeve, white
Pleated work pant, black
Dress uniform belt
Clip-on bow tie

Each employee shall wear black shoes and black socks with event uniforms. Contractor shall clean these uniforms on a weekly basis. Contractor's employees, including employees provided by Contractor's subcontractor, must be in proper dress at all times when on property.

Director may request a change in uniform specifications by sending a written notice to Contractor. Any uniform changes will be of similar costs to existing specifications. Contractor shall bear the costs associated with any change in uniform specifications.

3.10 Miller Outdoor Theatre Uniforms

Contractor shall provide five complete sets of uniforms to each employee working at Miller Outdoor Theatre. The required uniform must include the Facility's logo. Shoes must be clean, appropriate work shoes. All temporary labor and personnel hired by the Contractor shall also wear the same uniform.

For hot weather, each assigned employee must also have five pairs khaki shorts (100% cotton), cargo style (with multiple utilitarian pockets), and one cotton baseball cap.

For winter, each employee must have a winter coat and a skull cap, in addition to the other uniform requirements.

A. Shirts

Five 100% cotton polo shirts with embroidered Miller Outdoor Theatre logo.

Shirt Colors:

- (i) two white shirts with navy blue trim and
- (ii) three navy blue shirts with white trim.

B. Pants

Five cargo pants:

- (i) three khaki pants, and
- (ii) two navy blue pants

C. Hot Weather Wear

- (i) Five cargo shorts:
 - a. three khaki shorts, and
 - b. two navy blue shorts
- (ii) One 100% cotton adjustable baseball cap, color: navy blue

D. Cold Weather Wear

- (i) One skull cap, navy blue
- (ii) One winter coat, navy blue

3.11 Photo Identification Badges

Contractor must provide, at no expense to the City, photo-bearing identification badges to be worn at all times by all of its regular employees, and badges numbered from one to 100, to be worn at all times by all of its temporary personnel, which include subcontractor personnel. If requested by a Facility Manager, the numbered badges must be logged daily, so identity can be traced if necessary. The GRBCC and the Wortham Theater Center will provide Contractor's employees with photo i.d. badges at no cost to Contractor. Contractor will be responsible for the cost of replacing lost badges, at \$10.00 per badge.

3.12 Equipment and Supplies, Generally

The City shall furnish any and all necessary equipment and supplies required to perform the event cleaning and equipment maintenance/repair services, except as described below. The Contractor shall repair and/or replace any furniture fixtures, equipment, or other items stolen or damaged by the Contractor's or its subcontractor's personnel.

3.13 Equipment and Supplies for the Miller Outdoor Theatre

The Contractor shall furnish all equipment for services it provides at the Miller Outdoor Theatre. The City shall furnish all supplies, which include, but are not limited to, cleaning powders, cleaning liquids, waxes, towels, tissue, toilet paper, poly liners, garbage bags, bar soaps, and liquid soap. The City will also provide gloves, brushes, squeegees, brooms, mops, buckets, and sponges. Contractor shall furnish vacuums, blowers, and a pressure washer for use at the Miller Outdoor Theatre at no additional cost.

The following specifications are for equipment Contractor shall provide for services at the Miller Outdoor Theatre:

Equipment List
One Shop-Vac 16 Gallon 5.0 HP Contractor Duty Wet/Dry Vacuum
One Backpack Leaf Blower 44cc Gas Powered 175mph. Providing dependable operation and exceptional comfort for long hours of operation 44 cc commercial-grade dual-ring piston engine.
One five-HP gasoline engine, 2400 PSI pressure washer at 2.5 GPM. Heavy-duty, high flow, oil bath pump pneumatic wheels spray wand with five spray nozzles 25' X 5/16" industrial hose with quick connect fittings.
Two eight-pound upright vacuum cleaners with hypo-allergenic filtering system, edge brushes non-marring bumpers, cord guard.
Two tilt trucks, one cubic yard capacity, sturdy, plastic construction. Easy to maneuver and dump contents, wheels and axle inset to prevent damage to interior surfaces and equipment. SIZE: 72-1/4 L x 33-1/2 W x 43-3/4h.

A conveniently located locking storage room will be available to the Contractor for storage of equipment and supplies at the Miller Outdoor Theatre. Supplies on site shall be maintained for immediate use only. Gas operated equipment and fuel containers cannot be stored on site. The keys to the storage room will be included with the set of building keys issued. Contractor is responsible for lost, damaged, or stolen equipment. Contractor's equipment will belong to Contractor at the end of the Agreement.

3.14 Radios

Contractor shall furnish its supervisory employees with hand-held, two-way radios. These radios must operate on the same frequency as the Department's radios and must be in working condition at all times. The Contractor shall be responsible for the cost of providing service of these two-way radios, and for providing extra batteries, which must be available at all times. Batteries shall be replaced at shift change, to avoid disruption of work.

The minimum number of operating, two-way radios that Contractor shall provide, with hand sets and extra replacement batteries, are as follows:

GRBCC:	12
Wortham Theater Center:	2
Jones Hall:	2
Miller Outdoor Theatre:	<u>2</u>
	18 total

The Contractor is also responsible for the service of the two-way radios. The GRBCC requires the following type of radio: Motorola XPR6350 4 watt 32ch UHF Portable Digital Radio. Equivalent radios may be acceptable, subject to Facility Manager approval. Contractor shall consult each Facility Manager about each Facility's unique radio requirements and provide whatever type of radios the Facility Managers require, in the numbers listed above.

3.15 Cellular Phones

Contractor shall provide the following number of cell phones for the CSRs, the Assistant Project Manager, and the Project Manager:

Project Manager:	1
Assistant Project Manager	1
GRBCC:	4
Wortham Theater Center:	1
Jones Hall:	1
Miller Outdoor Theatre:	<u>1</u>
	9 total

Contractor is responsible for all costs associated with the cell phones, including cell phone service, and keeping an adequate number of cell phone chargers on hand to keep all cell phones operating continuously. Damaged, lost, or stolen cell phones and cell phone chargers shall be promptly replaced at Contractor's expense.

3.16 Biometric Time Clocks and Software

The Contractor's employees and subcontractors shall use the Kronos biometric time clock system provided by the City. At its sole expense, Contractor shall provide Director-approved biometric time clock software that interfaces with Contractor's payroll and invoicing system. At a future date, Contractor may be asked to conform its biometric time clock system to link with the City's SAP system, and Contractor shall comply with such a request when it is made.

The Contractor shall provide copies of biometric time clock reports to the Facility Managers, with its invoices.

4.0 Schedule of Duties

The Contractor shall perform cleaning and housekeeping duties including, but not limited to, the following:

4.1 George R. Brown Convention Center:

4.1.1 Lobbies:

- Seal and maintain granite floors.
- Vacuum, sweep, mop, etc.
- Set out and empty waste containers, ashtrays, sand urn, etc.
- Clean trash from floor, counters, tables, etc.
- Dust supports, column supports, and air ducts on registration level.
- Clean lockers after every event.

4.1.2 Exhibit Hall:

- Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required.
- Clean and maintain restrooms.
- Mop, sweep, scrub, vacuum (if applicable) floors.
- Remove trash from floors.
- Locate and remove trash containers.
- Vacuum, mop, wax, etc., exhibitor booths that contract for that service.
- Monitor entire exhibit area for trash, spills, and general cleanliness (VERY IMPORTANT).
- Dust and clean blue column supports.
- Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.
- Open and close divider wall partitions.

- 4.1.3 Meeting Rooms, Conference Rooms, Dressing Rooms, and Ballrooms:
- Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required.
 - Replace and glue carpet squares as necessary.
 - Open and close divider wall partitions.
 - Wipe down walls.
 - Dust, mop, vacuum, etc.
 - Shampoo carpets (spots and preventive maintenance).
 - Clean and maintain restrooms.
 - Operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums.
 - Distribute water coolers and pitchers as required.
- 4.1.4 Permanent Seating Areas:
- Dust, wipe down and clean seats.
 - Sweep, mop, vacuum, etc., aisles.
 - Pickup trash in aisles.
 - Shampoo seats and carpets when necessary.
- 4.1.5 Entrances:
- Seal and maintain granite floors.
 - Clean public areas.
 - Sweep and mop floors inside and out.
 - Pick up trash inside and out.
 - Power spray outside sidewalks, doors, docks, etc.
 - Clean windows and doors.
- 4.1.6 Restrooms - Approximately 48 sets of restrooms throughout the facility:
- Seal and maintain tile floors.
 - Mop, sanitize, scrub, etc., floors.
 - Wipe down, wash and remove graffiti from walls, doors and partitions.
 - Remove trash and empty containers.
 - Provide porter service when appropriate and/or requested.
 - Stock restrooms with the appropriate materials.
 - Clean and polish mirrors and glass.
 - Plunge toilets as necessary.
- 4.1.7 Service Corridors, Storage Rooms, Concourse, Stairwells, etc.:
- Sweep, mop, vacuum, etc., floors.
 - Maintain these areas in a safe and clean manner.
 - Remove trash.
 - Shampoo carpets (spot and preventive maintenance).
- 4.1.8 Show Offices:
- Spot clean scuff marks on painted walls.
 - Vacuum and shampoo carpet.
 - Dust and polish furniture.
 - Supply water pitchers and glasses as needed and requested.
 - Empty waste containers daily.
 - Continuously clean and stock restrooms in these areas.
 - Clean windows daily.
 - Clean vents, drains, and light fixtures.
- 4.1.9 Ticket Booths:
- Clean booths before and after events.

- Clean windows before events.
- Empty trash from containers.

4.1.10 Elevators and Escalators:

- Sweep, vacuum, wipe down, clean, etc.
- Maintain cleanliness in freight elevators.
- Clean and polish stainless steel on passenger escalators.

4.1.11 Steel Structure and Mechanical Air Ducts:

- Dust and wipe down all truss areas as needed, working at heights up to 35' above the floor.

4.1.12 Outside Building and Parking Lots:

- Remove all trash and debris from all sidewalk and entrance locations.
- Power spray sidewalk, and back dock areas to remove stains, chewing gum, etc.
- Keep all lawn and garden areas free from trash.
- Clean and maintain all loading dock areas daily.
- Clean and maintain upper level ramp area daily.
- Upon request, remove all trash and maintain all parking lot areas.

4.1.13 Exhibit Booth Cleaning

- Remove chairs from booth.
- Sweep edges with house broom.
- Set trash can outside of booth.
- Use upright vacuum cleaner, starting at the back of booth and vacuuming out.
- Do not leave any footprints on carpet.
- Replace chairs and re-vacuum footprints.
- Lay cone down for inspection.
- Do not touch or remove any of exhibitors' belongings.

4.1.14 Cleaning of Exhibit Hall Prior to Show Opening

- Empty all trash before show opens.
- Vacuum all carpeted areas before show opens.
- Clean and vacuum registration area.
- Concession area: straighten chairs and tables, sweep floor, mop up any spills.
- Sweep lobbies.
- Check for dust on columns and fire extinguisher boxes.

4.1.15 Cleaning During Show

- Keep trash cans empty.
- Use broom and dust pan to keep public areas (aisles, entrances, concession areas, restrooms, registration desks, and loading docks) free of trash.
- Keep mops available to mop up spills when necessary.

4.1.16 Cleaning After Show

- Recycle trash.
- Sweep floors.
- Scrub floors.
- Store equipment and furniture.

4.2 Wortham Theater Center, Jones Hall, Houston Center for the Arts, Theater District Parks, and Talento Bilingue de Houston:

4.2.1 Lobbies:

- Remove all litter.
- Empty and wipe clean all waste and ash receptacles.

- Clean all railings, walls, and glass (including doors & easily accessed windows).
- Clean and polish all brass.
- Vacuum and shampoo all carpeted surfaces.
- Clean elevator, escalator & handicapped lift surfaces including thresholds.
- Sweep terrazzo and stairwells.
- Strip, seal and wax floors as directed.
- Clean and polish drinking fountains.
- Dust all surfaces of sculptures when needed (except Jones Hall - Gemini II Sculpture).
- Dust accessible light fixtures.

4.2.2 Restrooms:

- Empty, clean and sanitize all waste receptacles.
- Clean and sanitize all sinks, urinals, toilet bowls and fixtures; and clean tops and underside of toilet seats.
- Clean lavatory fixtures, counter top surfaces, and stalls.
- Mop and sanitize floors.
- Stock all supplies.
- Clean vents, drains and light fixtures.
- Clean switch and electrical outlet covers, fixtures & mirrors.
- Plunge toilets as necessary.

4.2.3 Permanent Seating Areas:

- Sweep/mop aisles.
- Vacuum/shampoo carpet.
- Wipe down wall surfaces.
- Vacuum, shampoo seating.
- Dust accessible light fixtures.
- Polish brass or other metal ornamentation.

4.2.4 Rehearsal Studio, Musician's Lounge, Locker Rooms and Hallways:

- Remove all litter.
- Strip, mop, wax and buff resilient floors.
- Clean all walls, doors, and surfaces.
- Clean vents, drains and light fixtures.
- Clean and polish all mirrors and glass.
- Wash and sanitize all shower room walls, floors and fixtures.
- Dust, wipe clean chairs, tables, furnishings, electrical outlets and switch covers.
- Clean light fixtures.
- Place all waste and trash in leak-proof bags and transport to the location designated by the Facility Manager.

4.2.5 Reception Halls and Kitchen:

- Remove litter.
- Sweep and damp mop all floors and steps.
- Vacuum and shampoo all carpeted areas.
- Clean, dust and polish all furniture.
- Clean walls, doors, mirrors, and glass.
- Empty and clean all waste and ash receptacles.
- Clean all kitchen appliances.

4.2.6 Building Exterior and Grounds (as designated by Director):

- Sweeping and high pressure washing of sidewalks, park benches, gutters, and reachable wall surfaces to remove stains and debris.
- Graffiti removal as required.
- Trash pick-up.

4.2.7 Dressing Rooms:

- Install, dismantle and/or set up chairs, tables, water pitchers and glasses, chalkboards, etc., as required.
- Wipe down walls.
- Dust, mop, vacuum, etc.
- Clean showers, commodes, sinks and all fixtures (See Restrooms).

4.2.8 Entrances:

- Clean public doors, glass, and frames.
- Sweep floors inside and out.
- Pick up trash inside and out.

4.2.9 City Offices:

- Vacuum/shampoo carpet.
- Dust and polish furniture.
- Refill water pitchers and glasses as needed and requested.
- Empty waste containers daily.
- Clean interior office windows as needed.

4.2.10 Box Office:

- Clean booths before and after events (except those spaces occupied by the ticket office operators).
- Clean windows before events.
- Empty trash from containers.

4.2.11 Escalators and Elevators:

- Sweep, wipe down, clean, etc.
- Clean and polish stainless steel on all elevators.

4.2.12 Outside Building and Parking Lots:

- Remove all trash and debris from all sidewalk and entrance locations.
- Power wash sidewalk, and back dock areas to remove stains, chewing gum, etc.
- Keep all lawn and garden areas free from trash.
- Clean and maintain all loading dock areas daily.
- Upon request, remove all trash and maintain all parking lot areas.

4.2.13 Wortham Grand Foyer and Rehearsal Rooms (City rehearsal rooms – one at Jones Hall and one at Wortham Theater Center:

- Replace and glue carpet squares as necessary.
- Install, dismantle and/or set up staging, chairs, tables, water pitchers, and glasses, chalkboards, etc. as required.
- Open and close divider wall partitions.
- Wipe down walls.
- Dust, mop, vacuum, etc.
- Shampoo carpets (spots and preventive maintenance).
- Clean and maintain restrooms.

4.3 Miller Outdoor Theatre

- 4.3.1 At the Miller Outdoor Theatre, Contractor shall provide supervisors and cleaning personnel on short notice to augment the Department's personnel resources, as described below.
- 4.3.2 Contractor shall provide from one to 20 additional cleaning personnel per shift or shall delete from one to four cleaning personnel within four hours following Facility Manager's written or

oral notification, unless a shorter or longer period of time is mutually agreed upon by the Facility Manager and the Contractor. Ordinarily, a CSR shall be on duty at all times. Contractor shall provide one bilingual male and one bilingual female employee each shift. The CSR shall be a “working” bilingual Supervisor, fluent in English and Spanish, with the ability to communicate both in writing and orally to the supervised employees.

A “shift” is defined as a scheduled six to eight hour work period, “Daily Cleaning Shift” or “Evening Performance Shift.”

- 4.3.3 All personnel must be capable of comprehending and executing instructions as they relate to the duties required by this Agreement and the Facility Manager.
- 4.3.4 All of Contractor’s personnel, including supervisory personnel, shall be subordinate to the Facility Manager or his/her designee. At least one CSR shall be on site at Miller Outdoor Theatre during each and every shift, unless the Facility Manager instructs the Contractor otherwise. The Facility Manager will address communications mainly to the CSR, who shall diligently follow the Facility Manager’s instructions concerning cleaning and janitorial services.
- 4.3.5 At the Miller Outdoor Theatre, the CSR shall perform all of the duties of the Project Manager, as listed above, and shall develop an efficient maintenance operation with the Facility Manager.
- 4.3.6 Contractor must provide personnel who are familiar with the Miller Outdoor Theatre layout.
- 4.3.7 Cleaning services are required at large areas of Miller Outdoor Theatre, most of which are open to the public. Areas to be cleaned include the restrooms with 98 toilets and urinals, seating area, the Hill, surrounding area, the sides of the Theatre out to the street, and the offices.
- 4.3.8 Contractor shall furnish any and all necessary equipment required to perform cleaning and equipment maintenance/repair services at the Miller Outdoor Theatre, as described above. The Contractor shall repair and/or replace any furniture fixtures, equipment, or other items stolen or damaged by the Contractor’s personnel.

4.3.9 Typical Cleaning Tasks at the Miller Outdoor Theatre

The following are typical, but not all-inclusive, lists of cleaning services that are required at the Miller Outdoor Theatre:

A. Daily Cleaning Regular Season

Up to 365 days of regular cleaning 7:00 a.m. – 6:00 p.m. This requires one male attendant and one female attendant, one of whom shall be a working CSR. In addition, two attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager, with four hours’ advance notice.

B. Performance Cleaning

A minimum of 85 to 100 days of performance cleaning, from 6:00 p.m. to 12:00 a.m., will be required. This requires one male attendant and one female attendant, one of whom shall be a working CSR. In addition, four attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager. During performances, a male attendant must clean male restrooms and a female attendant must clean female restrooms, as restrooms need to be clean at all times.

C. Pressure Washing

The seated area and concession area shall be pressure washed once a month or as assigned by Facility Manager. Food vendor areas on the East Plaza and West Plaza must be washed with hose, soap and scrubbing brooms after vendors remove booths or as assigned by the Facility Manager. Pressure washing must be performed with a ¾" heavy garden hose and spray nozzle. If Contractor rents a machine to pressure wash the designated areas, it will be at no additional cost to the City, and the pressure level and tips must be approved by the Facility Manager.

4.3.10 Daily Cleaning at the Miller Outdoor Theatre

The typical basic cleaning service shall be performed on a daily basis per the frequency schedule the Facility Manager will provide. Cleaning tasks included on the daily schedule may also be required on the special cleaning schedule, and include tasks such as, but not limited to, the following:

- A. Restroom Cleaning covers the public restrooms. The cleaning tasks shall include:
1. Collection of trash
 - a. No trash shall be on the floor.
 - b. The bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container.
 - c. Overflow bags must be placed behind trash dumpster.
 2. Cleaning of sanitary receptacles
 - a. All sanitary receptacles shall be empty, cleaned both inside and out and contain liners.
 - b. All sanitary receptacles shall be free of spots, stains and finger marks.
 - c. All sanitary receptacles shall be free of odors.
 3. Cleaning of restroom fixtures
 - a. All porcelain surfaces of wash basins, toilets and urinals shall be free of dust, dirt spots and stains.
 - b. The wall surfaces shall be free of spots and smears.
 - c. All toilet seats shall be left in a raised position after cleaning. They shall be free of spots, stains and the seat hinges shall be free of mold.
 - d. The plumbing fixtures shall be free of mold and water stains.
 4. Cleaning of supply dispensers, walls, stall partitions, doors, shelves, mirrors and floors
 - a. All supply dispensers shall be clean and free of finger marks and water spots.
 - b. All shelves and shelf brackets shall be free of gum, dust, fingerprints and water spots.
 - c. All mirrors shall be free of streaks, smudges, water spots, and dust, and shall not be cloudy.
 - d. Walls, stall partitions, and doors shall be free of hand marks, dust, pencil marks, smudges, water streaks, mop marks, and mold.
 5. Floor Cleaning
 - a. The space to be mopped shall be properly prepared for the mopping operation by sweeping the floor as necessary and otherwise clearing of visible debris.
 - b. The mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
 - c. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, all properly rinsed and dry mopped to present an overall appearance of cleanliness.
 - d. Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning

solution and rinse water.

- A. Typical Seating Area Cleaning involves the covered public seating area and surrounding walkways, including the portion of the stage open to the public. This cleaning task shall consist of:
1. Trash Pick Up
 - a. Pick up and remove all trash and litter from floor.
 - b. Bags containing contents shall be deposited in approved large disposal container.
 2. Floors, Walkways, and Seats
 - a. Sweep floors, removing all debris, dust, and dirt.
 - b. Sweep and wash down walkways.
 - c. Wipe down all seats, removing all food particles, gum, and dirt.
 3. Clean Drinking Fountains
 - a. Drinking fountains shall be clean and free of stains.
 - b. All other surfaces of the fountain shall be free of spots, stains and streaks.
- B. Typical Hill and Surrounding Area Cleaning consists of:
1. The Hill cleaning (area on the sides of the Hill out to the street), the area in front of the theater out to the street):
 - a. Pick up and remove all litter and trash.
 - b. Empty and replace the liners in trash containers.
 - c. Clean the walkways in front of the theater.
 2. Cleaning the exterior front of the theater
 - a. Wash exterior glass, mirrors, door glass, and all other glass. Glass shall be clean and free of dirt, dust, streaks, and spots.
 - b. Walls and concession stand door shall be free of finger marks and other dirt spots of any kind.
 - c. Wash the East and West Plaza with hose, soap, and brooms.

4.3.11 Performance Cleaning at Miller Outdoor Theatre

Contractor shall perform the following typical basic service cleaning before, during, and after each performance:

A. Before Performance

Cleaning staff shall report to work prior to each performance in time to check and clean as needed the restrooms, seating area, and Hill area so as to ensure the facilities and grounds are clean for the performance.

B. During Performance

One male and one female employee shall work during each scheduled public performance. During the performance, Contractor shall keep the restrooms cleaned and the dispensers filled; keep the trash picked up and placed into plastic trash liners around the Concession Stand, and clean up spills as needed. In addition four employees shall clean the Hill and surrounding area. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with four hours' advance notice.

C. After Performance

The basic cleaning service described in Daily Cleaning shall be performed following each performance. This cleaning schedule must be coordinated with the Facility Manager or his/her designee. For night performances, the basic cleaning service will normally be performed early

the next morning. There may be occasions where it is necessary to retain personnel to work between the hours of 12:00 midnight and 7:00 a.m. Hours may change and the number of personnel may increase or decrease at the request of Facility Manager or his/her designee with four hours' advance notice.

4.3.12 Typical Special Cleaning at Miller Outdoor Theatre

Post-performance cleaning services shall consist of performing the tasks listed under the Daily Cleaning schedule as well as performing a thorough wash down cleaning of the restrooms, seating area, walkways, and drains. Special cleaning shall be performed by request of the Facility Manager or his/her designee.

5.0 Issuance of Keys

Upon the issuance of one or more keys to the Contractor, Contractor shall keep all securable areas and work areas of the building locked while Contractor's employees are on the premises. Contractor shall ensure that no unauthorized individual enters into buildings and/or secure areas while the Contractor is in possession of the keys to such work areas. If Contractor's employee discovers any areas unlocked, which should normally be locked, he/she shall report that finding immediately to the Facility Manager.

6.0 Task Frequency

The task and frequency schedule indicates the anticipated frequency for tasks; however, Contractor shall immediately perform cleaning tasks in any area where the visible appearance does not meet with the approval of the Facility Manager. The hours and shifts referred to herein are the hours when cleaning will normally be performed. Hours shall be modified as needed to accommodate rehearsals, events, and special conditions. The Facility Manager or his/her designee will coordinate these modifications.

7.0 Inspection of Work

Facility Managers and their designees will make daily random inspections. Any evidence of incomplete or inadequate cleaning will be called to the attention of the Contractor, who must then take immediate action to correct all deficiencies.

8.0 Cleaning Performance Definitions and Standards for All Facilities

Housekeepers shall perform cleaning tasks that meet or exceed the following standards.

8.1 Lobby Entrance Cleaning

A. Sweeping and Dusting

1. Lobby and entrance floors shall be clean and free of dirt streaks, and no dirt shall remain in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
2. Wads of gum, tar, and other sticky substances must be removed from the area.
3. Grills and woodwork shall be dust-free after dusting. Dust must be removed, not merely pushed around.
4. There shall not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth.
5. GRBCC only: Lockers must be cleaned after every event.

B. Polishing and Wall Spotting

1. Doorknobs, push bars, kick plates, railings, doors, and other surfaces shall be clean and polished to an acceptable luster.
2. Drinking fountains shall be clean and free of stains. The wall surfaces around the drinking fountains shall be free of water spots and streaks.
3. Wall surfaces up to standing height shall be free of finger marks, smudges, and other dirt spots of any kind.
4. Public telephones are to be clean and polished.

C. Mopping

1. Lobby and entrance floors shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after the mopping operation.
2. Walls, baseboards, and other surfaces shall be free of water marks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
3. All surfaces shall be dry and the corners and crevices clean after mopping.

D. Trash Removal

1. All wastepaper baskets shall be empty and in place, clean and ready for use.
2. All ashtrays shall be emptied and in place, clean and ready for use.
3. Ashes and trash bags, when filled, shall be disposed of quickly.
4. All trash cans shall be emptied, cleaned, sanitized and polished before placing back in public view.
5. Recyclable items shall be sorted and deposited into designated recycling bins.

E. Sweeping and Vacuum Cleaning

1. There shall not be any dirt left in corners, under furniture, or behind doors.
2. Baseboards, furniture, and equipment must not be disfigured or damaged during the cleaning operation.
3. There shall not be any dirt left where sweepings are picked up.
4. Furniture and equipment moved during sweeping must be replaced.
5. There must be no trash or foreign matter under desks, tables, or chairs.

F. Dusting

1. There shall not be any dust streaks on desks or other office equipment.
2. Woodwork, after being properly dusted, shall appear bright.
3. Corners and crevices shall be free from any dust.
4. There must not be any oily spots or smudges on walls, caused by touching them.
5. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions shall be free of dust.
6. All corners and high areas in the building must be free of cobwebs at all times.

G. Damp-wiping

1. Mirrors, ashtrays, door glass, and all other glass that can be reached while standing on the floor, shall be clean and free of dirt, dust, streaks, and spots. This Agreement does not include major window washing duties.

H. Carpet Care

1. Carpet shall be vacuumed every night.
2. Carpet shall be clean and free from dust, dirt, and other debris.
3. There shall be no trash or foreign matter under desks, tables, or chairs.
4. Carpet must be shampooed every three months or as needed and spot cleaned nightly or as needed.
5. Any furniture moved during carpet cleaning must be returned.
6. Loose carpet tile must be replaced immediately.

8.2 Clean Drinking Fountains

1. Drinking fountains must be clean and free of stains.
2. The wall and floor around the drinking fountains shall be free of spots and water marks.
3. All other surfaces of the fountains shall be free of spots, stains, and streaks.

8.3 Stairway Cleaning

A. Sweeping and Dusting

1. Stair landings, steps, and all corners of stair treads shall be free of loose dirt or dust streaks after sweeping.
2. Stair railings, door moldings, ledges, and grills shall be dust free after dusting. The dust shall be removed rather than pushed around.

8.4 Floor Cleaning

A. Preparation for Mopping

1. Cleaning solutions, where used, must be mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.
2. Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions.
3. The space to be mopped must be properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

B. Floor Mopping

1. Mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used.
2. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness.
3. Walls, baseboards, and other surfaces shall be free of water scars or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and water.
4. Care must be taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas of baseboards.

C. Preparation of Floor Area for Waxing

1. The floor area shall be free of dirt and dissolved wax particles, cleaning material

- residue, streaks, mop strands, and shall be thoroughly clean.
2. Walls, baseboards, furniture bases, and other surfaces shall be free of water marks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.
 3. All cleaned surfaces must be wiped dry to ready the floor for the application of wax.

D. Waxing

1. The surface to be waxed must have the proper type of wax applied in accordance with best operating practices.
2. The wax shall be applied thinly, uniformly, and evenly, in such a manner as to avoid skipping of areas, and shall be allowed to dry properly before being polished.
3. Walls, baseboards, furniture, and other surfaces shall be free of wax residue and marks from the equipment.
4. The waxed area must be free of streaks, mop strands marks, skipped areas, and other evidence of improper wax application.

8.5 Floor Cleaning

A. Spray Buffing

1. The wax or damp-mopped surface shall be dry before being buffed.
2. Baseboards, furniture, and equipment shall not be disfigured or damaged during the buffing work.
3. The finished area shall be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machines.

B. Furniture Arrangement in Waxed Areas

1. All rug edges shall be replaced to their proper position.
2. All moved items of furniture and office equipment must be returned to their original positions.
3. Care must be exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

C. Preparation of Floor Scrubbing

1. The machine and other equipment must be checked and readied for work in a careful and thorough manner.
2. Addition of motor oil, where required, must be accomplished in a safe and careful way so as to avoid spillage and overfilling.
3. Cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

D. Operation of Machine

1. The mechanized equipment must be operated only by authorized personnel having sufficient instructions as to its proper and efficient operation.
2. The scrubbing machine must be started and operated in a safe and reasonable manner.
3. Care of the mechanized equipment must be exercised at all times during its operation to avoid damage to personnel, the building and equipment.

E. Floor Scrubbing and Rinsing

1. Proper precautions must be utilized to inform the building occupants of wet and/or

- slippery conditions during the scrubbing operation.
2. The scrubbing work must be performed in such a manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.
 3. All areas, including areas inaccessible to the machine, which are cleaned by means of deck scrubbing brushes and/or mops, must be clean and free of dirt, water streaks, mop marks, and string; properly rinsed; and dry mopped to present an overall appearance of cleanliness.
 4. Walls, baseboards, and other surfaces must be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

8.6 Waste Disposal

A. Paper and Trash Collection, Removal, and Disposal

1. Bagged trash shall be deposited in trash containers provided by the City.
2. All unused waste collection bags shall be in the proper storage location.
3. Cardboard boxes shall be broken and deposited in trash containers or recycling bins.
4. Any paper and trash spilled during the collection process must be cleaned up.
5. White paper, brochures, etc. shall be placed in proper recycling containers.

8.7 Building Exterior & Grounds

1. Grounds shall be free of trash (candy wrap, cans, newspapers, programs, cigarette butts, etc.) at all times.
2. All handicapped ramps must be clean and free of dirt and debris at all times.
3. Exterior trashcans and ashtrays shall be cleaned on a daily basis.

8.8 Hand-Watering of Plants

Contractor shall hand-water hanging baskets and planters three times per week, or as needed to maintain a healthy condition.

Landscaped areas requiring hand-watering include the following:

1. The 17 hanging baskets on Fish Plaza, outside the Wortham Theater Center
2. Containerized plants at Jones Plaza
3. Containerized plants at the Houston Center for the Arts; and
4. The four large terra cotta pots near the Hanging Tree, at the Theater District Parking Garage entrance and exit.

The landscaping contractor will water the following plants unless a Facility Manager requests a change in services.

1. The courtyard and street level plants at Jones Hall
2. The 18 exterior trees at Jones Hall.

9.0 Lost Articles

Contractor is responsible for returning lost articles to Facility Management.

10.0 Other Duties

Contractor shall perform all related custodial tasks as requested by the Director, including setup/dismantling of tables, chairs, and other furnishings required by an event.

Contractor shall instruct its staff to immediately advise the Director or Facility Managers of any safety hazard, security threat, or needed maintenance noted when performing their duties under this Agreement.

Tasks outlined in this Exhibit "B" are generally accepted cleaning guidelines and not intended to be all-inclusive.

11.0 Minimum Wage and Employee Benefits

11.1 Contractor shall pay all employees at least the minimum hourly rates set out below while working under this Agreement.

Description/Position Title	Minimum Hourly Wage
Housekeepers	\$8.10
Supervisors	\$8.75
Customer Service Representatives ("CSRs")s	\$9.50
Equipment Repair Personnel	\$10.00
Warehouse Supervisors	\$10.00
Assistant Project Manager	\$13.00

11.2 If, during the term of this Agreement, the federal minimum wage applicable to this Agreement is increased, Contractor may submit a request(s) for increase in the Agreement fees and employee hourly rates for consideration, provided such request is accompanied by documentation the Director may reasonably request. If the Director approves the request, then City will pay the Contractor increased Agreement fees to cover Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, which shall in no event be less than the Federal minimum hourly wage.

11.3 The following method shall be used to determine the amount of annual hourly wage increases to Contractor's employees, which shall not exceed the lesser of (i) one percent (1%) or (ii) the change in the Consumer Price Index, as described below. If Contractor requests an increase in the annual hourly wage, it shall provide a wage increase budget to the Director on the anniversary date of this Agreement during the Agreement Term, including any Renewal Term.

Wage increases, if any, shall be based on changes in the Consumer Price Index for the month in which the most recent Consumer Price Index has been published, of the current calendar year, as compared to the Consumer Price Index for the same month of the previous calendar year. However, under no circumstances shall the hourly rates increase for any Agreement Year by more than one percent (1%) over the hourly rates for the previous Agreement Year. The Agreement fees paid to Contractor by City shall increase incrementally by the same dollar amount as the wage increases, if any, with a reasonable allowance for Contractor's increased documented overhead costs and other costs associated with such wage increase, provided that the Director must approve the amount of the increased Agreement fees. The overtime rates shall also increase, at the rate of the new hourly fee multiplied by one and one half (1.5).

12.0 LIQUIDATED DAMAGES

12.1 Understanding

Contractor and City agree that the Cleaning and Janitorial services shall be provided in an effective

and efficient manner to ensure that facilities are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that if it fails to comply with the requirements of this Agreement and the Exhibits attached hereto, City may assess liquidated damages, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The Parties agree that the amount of actual damages resulting from Contractor's non-performance or failure to adhere to Agreement requirements may be difficult to ascertain and both Parties agree that the liquidated damages assessed are reasonable and are not a penalty.

The Liquidated Damages specified in this Agreement encourage labor practices in accordance with the Fair Labor Standards Act and labor laws in the State of Texas, in addition to compliance with performance standards set out in this Agreement.

However, under no circumstances shall liquidated damages assessed against Contractor exceed five percent of total amount due to Contractor (or not more than \$100,000.00 per year, whichever is greater) in any given Contract year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

The assessment of liquidated damages by the City are predicated on predetermined damages the Department will suffer in contractual obligations with tenants and lessees if services are not performed as specified, and are not a penalty. When liquidated damages have been invoked, the Contractor shall calculate such and include the deduction on the next invoice. The Director shall be the final authority on whether or not failures are the fault of the Contractor and whether or not damages are to be invoked. Continual failures by the Contractor shall be cause for termination of the Agreement and use of performance bond monies to effect required performance.

1. Liquidated damages will not apply to Force Majeure conditions.
2. The Parties agree that the assessment of liquidated damages by the City shall never be construed as an exclusive remedy. The City shall always have the right to avail itself of other remedies available to it in law or equity.
3. To retain competent cleaning personnel, Contractor agrees that its cleaning employees shall be paid in a fair, accurate, and consistent manner. Accordingly, simultaneous errors in payroll procedures may result in multiple damages.

The Contractor supports the need for liquidated damages and agrees with the Department that liquidated damages will be assessed as follows:

12.2 Concept

Failure to comply with the requirements of this Agreement and more specifically Exhibits "A," and "B," may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have one hour in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within one hour) and respond to the Director in writing of the corrective action taken. If the unsatisfactory condition is not corrected, or action is not initiated where appropriate, the liquidated damages will be applied. The one hour notice period shall begin when written or oral notice is delivered to the Contractor's appropriate employee.

The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled cleaning personnel not reporting for duty. In those instances, Contractor will be notified orally or in writing of the details of non-compliance and allowed an opportunity to respond. The

applicable liquidated damages will be applied at the discretion of the Director. The Director's decision shall be final.

12.3 Inspection Rights

City reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of the Agreement an unlimited number of times. Liquidated damages shall be assessed for each 24 hour period that a correctable condition exists beyond the one-hour notice period.

12.4 Correctable Conditions Include but are not limited to:

1. Failure to submit to Director all training materials for approval.
Liquidated Damages - \$500.
2. Allowing employee who has not completed training to work without supervision.
Liquidated Damages – \$50 per employee, per day.
3. Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios).
Liquidated Damages – \$50 per instance.
4. An employee's lack of familiarity with Facility layout or services.
Liquidated Damages – \$50 per occurrence.
5. Failure to provide written reports on time.
Liquidated Damages – \$50 per day, per report.
6. Failure to provide weekly work schedule on time.
Liquidated Damages – \$50 per occurrence.
7. Failure to maintain walkie-talkie radios.
Liquidated Damages – \$25 per day, per radio out of service.

Upon the third and additional instance of any repeat condition, in a 90 day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the one hour period allowed for correction.

12.5 Non-Correctable Conditions include but are not limited to:

1. Contractor employee asleep on duty.
Liquidated Damages – A charge of \$50 per hour for each hour of the shift in which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty will be replaced immediately.
2. Failure of Contractor to respond to work requests in a timely manner.
Liquidated Damages – The City shall be credited for the amount it would cost the City to be in the same position as if the lack of performance had not occurred. If a specific cost cannot be attributed to an occurrence of non-performance, then the City shall receive a credit of \$100 per hour for each hour of non-performance, beginning one hour from the time Contractor receives notification and ending when Contractor begins to perform the necessary services, as defined in the Contract.
3. Failure of Contractor to respond to emergency requests within one hour.
Liquidated Damages - If Contractor fails to respond within one hour to an emergency

request, then the Facility experiencing the emergency shall be paid \$100 for each such occurrence.

4. Failure of Contractor's Project Manager to return phone calls within one hour after being telephoned by a Facility Manager or failure to have an adequate number of working radios and cell phones.
Liquidated Damages - \$50.00 shall accrue for each such incident.
5. Contractor's failure to distribute paychecks to employees on time, by 3:00 p.m. on payday, shall result in liquidated damages of \$50.00 for each 30 minutes that paychecks are late.
6. Failure to pay employees with checks drawn on sufficient funds shall result in the following liquidated damages: Contractor shall pay each employee both the amount of the employee's check and an additional \$50.00 per dishonored check, per employee, and provide evidence to the Director that such payments have been made. Upon the second or subsequent such occurrence, Contractor shall also reimburse the employee for any associated bank charges the employee may incur as a result of Contractor's wrongful actions.
7. Paychecks that are inaccurate and result in an underpayment to an employee or which withhold overtime or holiday pay owed to an employee, shall result in the following liquidated damages: Contractor shall pay each employee who has been underpaid both the amount owed to the employee and an additional \$100 for the inconvenience of not being paid the correct amount. In addition, if the payment error is not corrected on the first day that it is reported to the Contractor by the employee, either orally or in writing, the Contractor shall pay the employee an additional \$100 per day for each day that the error is not corrected, plus the correct amount owed to the employee. Contractor shall provide sufficient evidence to the Director that such restitution has been made.

13.0 PHASE-IN/PHASE OUT SERVICES

A. **CONTRACTOR'S PHASE-IN** - Contractor must be prepared to accomplish a smooth and successful transition of special event cleaning and janitorial services and will have up to a 30 day phase-in period. Contractor's phase-in period shall begin upon receipt of a start phase-in notice from the Department (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately 30 or fewer days preceding the receipt of Notice to Proceed. The incumbent Contractor shall be responsible for performing the duties and services listed in its contract during Contractor's phase-in period. During the phase-in period, Contractor shall arrange to have necessary supervisory and other personnel on site to observe the operation of the cleaning and janitorial services. Contractor may use this phase-in period to recruit and transfer personnel, train personnel, arrange for uniforms, establish management procedures, set up records, ensure adequate equipment is in place for cleaning and janitorial services, and otherwise prepare for the assumption of control without disruption of operations. During the phase-in period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Contractor shall have no responsibilities for performing the cleaning and janitorial services during the phase-in period. The phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the special event cleaning and janitorial services.

B. **CONTRACTOR 'S PHASE-OUT** - Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide safe and clean convention and entertainment facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide phase-out services for up to 30 days prior to contract expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, eight hours per day. Orientation may include explanation of procedures, record-keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

14.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of cleaning and janitorial services during the term of this Agreement. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Agreement. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

15.0 ADDITIONS & DELETIONS

The City, by written notice from the Director to the Contractor, at anytime during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for EVENT CLEANING AND JANITORIAL SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor"), a Texas Home-Rule City doing business in Texas.

The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City

Director
of the Convention and Entertainment
Facilities Department
City of Houston
P.O. Box 61469
Houston, Texas 77208

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

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- *G. DRUG POLICY COMPLIANCE DECLARATION
- *H. FEE SCHEDULE
- *I. PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

3.0 PARTS INCORPORATED

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:
Signed by:

CITY OF HOUSTON, TEXAS

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, and specified equipment necessary to perform the services described in Exhibit "B."

2.0 RELEASE

2.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.0 INDEMNIFICATION

3.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.2 CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 3.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

3.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.4 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

4.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten days. The notice must include the following:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due and

4.1.3 the anticipated amount of the indemnified loss.

4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

4.3 Defense of Claims

4.3.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within ten days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

4.3.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

(1) Minimum Insurance Requirements. Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, and Employer's Liability, must name the City as Additional Insured on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. CONTRACTOR SHALL GIVE 30 DAYS' WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELLED, MATERIALLY CHANGED OR NON-RENEWED. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be cancelled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
 - (a) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (b) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director upon request.

(11) Proof of Insurance.

- (a) Prior to execution of this Agreement, Contractor shall furnish the Director with certificates of insurance. If requested by Director, Contractor shall provide an Affidavit confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
 - (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

- (12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

6.0 WARRANTIES

6.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement as more fully described in the Scope of Services.

With respect to any parts and goods it furnishes, Contractor warrants:

- (a) that all items are free of defects in title, design, material, and workmanship,
- (b) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (c) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and will not cause any manufacturer's warranties to lapse or become invalid, and
- (d) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.

- 6.2 (a) Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
- (b) The Director will give written notice of any defect or nonconformance to Contractor

within one year from the date of Acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.

- (c) In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.
- (d) The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not Acceptable by the Director under this Agreement.

7.0 LICENSES AND PERMITS

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any applicable statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

9.0 MWBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective Parties.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

10.2.1 a copy of its drug-free workplace policy,

10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and

10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".

10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City property in violation of the Environmental Laws.

12.0 PAY OR PLAY PROGRAM

12.1 The requirement and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, as amended, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7, as amended, and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

12.2 The Pay or Play Program will be administered by the City of Houston Affirmative Action Division's designee and the Department's designated contract administrator.

13.0 CONTRACTOR'S PERFORMANCE

13.1 Contractor shall make patron and guest satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with patrons and guests when performing contract services. Contractor's

employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

15.0 TAXES

15.1 Contractor shall pay before delinquent all taxes and assessments of every nature which are lawfully levied, assessed or charged by any political subdivision and for whatever purpose upon Contractor's (i) proceeds received under this Agreement and/or (ii) from the Facility. Contractor's liability for such taxes shall only exist with respect to taxes which accrue during the time periods falling within the Agreement Term. If in good faith Contractor desires to protest or contest the validity or amount of any tax or assessment, Contractor shall notify City in writing of its intention to do so not less than 30 days prior to the date on which any such tax or assessment would become delinquent, then Contractor may defer payment of any such tax or assessment so long as the validity or amount thereof shall be protested or contested by Contractor in good faith and by appropriate proceedings; it being understood that the entire expense of any such protest or contest by Contractor shall be borne solely by Contractor, which, likewise, shall be solely liable for all interest, penalties, and other charges of any type imposed as a result of any such protest or contest. Further, Contractor shall promptly furnish City with copies of all proceedings concerning such contest and if any collection proceeding of any nature is begun and not stayed or enjoined by Contractor at least 60 days prior to the commencement any collection actions, Contractor shall immediately pay all sums claimed to be due.

16.0 LEED STANDARDS

16.1 The City is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance standards.

16.2 The Contractor shall use approved LEED certified or Green Certified equipment, methods and applications whenever feasible, unless otherwise approved by the Director.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Contractor shall provide biometric time clock attendance documents to the Facility Managers with its invoices. **Invoices without complete and accurate time clock documentation will not be paid.** Invoices shall list any overtime separately.

2.0 TAXES

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other

remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

6.1 At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

6.2 The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of Director]

6.3 The Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

1.1 This Agreement is effective _____ and remains in effect for three years ("Initial Agreement Term") unless sooner terminated according to the terms of this Agreement.

2.0 RENEWALS

2.1 Upon expiration of the Initial Agreement Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director elects not to renew this Agreement, the City Purchasing Agent or the Director shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

3.0 TIME EXTENSIONS

3.1 The Director may, in his or her sole discretion, extend the Agreement Term, including any renewal term, so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

4.0 TERMINATION FOR CONVENIENCE BY THE CITY

4.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.0 TERMINATION FOR CAUSE BY CITY

5.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

5.1.1 Contractor fails to perform any of its duties under this Agreement;

5.1.2 Contractor becomes insolvent;

5.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

5.1.4 a receiver or trustee is appointed for Contractor.

5.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

5.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

6.0 TERMINATION FOR CAUSE BY CONTRACTOR

6.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

6.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

7.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

7.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten days within which to remove Contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE

2.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, he shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

EXHIBIT A DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Acceptance,” “Accept,” “Acceptable,” or “Accepted” means the Director’s written approval of the particular item or service specified herein.

“Agreement” means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

“Agreement Term” is defined in Article IV.

“Assistant Project Manager” is Contractor's employee who assists the Project Manager with assigned tasks required by this Agreement, as described in the Scope of Services.

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“City Purchasing Agent” is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

“Consumer Price Index” means the Consumer Price Index for All Urban Consumers (All Items) for the Houston-Galveston-Brazoria, Texas area, as compiled by the United States Department of Labor's Bureau of Labor Statistics.

“Contractor” is defined in the preamble of this Agreement and includes its successors and assigns.

“Correction” or “Correct” means the re-performance of the services identified in the Director’s written notice to Contractor for failure to meet the requirements of this Agreement as set out in the “Warranties” Section. “Correction” or “Correct” means the re-performance of the services identified in the Director’s written notice to Contractor for failure to meet the requirements of this Agreement as set out in the “Warranties” Section.

“Countersignature Date” means the date this Agreement is countersigned by the City Controller.

“Custodian Leader” means a Department employee who communicates with Contractor about cleaning needs at the various Facilities.

“Customer Service Representatives” supervise Supervisors and Housekeepers, and perform a variety of tasks as described in the Scope of Services.

“Department” means the City's Convention and Entertainment Facilities Department, or its successor department.

“Director” mean the Directors of the Department, or the person he or she designates.

“Equipment Repair Personnel” are personnel who are trained and skilled in making minor repairs to furniture and equipment, as described in the Scope of Services.

“Facility Managers” are the Department's managers who are responsible for the day-to-day operation of the Facilities.

“Hazardous Materials” is defined in Article II (Environmental Laws).

"Housekeeper" means an entry level cleaning worker who regularly performs a variety of cleaning tasks, as described in the Scope of Services.

"Maintenance Supervisor" means a Department employee who ensures that Contractor schedules and performs necessary cleaning tasks.

"Parties" mean all the entities set out in the preamble who are bound by this Agreement.

"Project Manager" is Contractor's managerial employee responsible for ensuring that Contractor's day-to-day operations fulfill the requirements of this Agreement. The Project Manager will supervise all personnel assigned to the Agreement and will coordinate scheduling in cooperation with the Department's Facility Managers, Maintenance Supervisors, and Custodian Leaders.

"Supervisors" perform tasks related to supervising Housekeepers, as described in the Scope of Services.

"Warehouse Supervisors" are Contractor's employees who perform work related to the warehouses at the George R. Brown Convention Center, as described in the Scope of Services.

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of Contract execution)

EXHIBIT C EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT D
MWBE SUBCONTRACT TERMS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT F
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, _____

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Contractor Name

Signature

Title

**EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION**

(To be inserted by the City at the time of Contract execution)

EXHIBIT H
FEE SCHEDULE

(To be inserted by the City at the time of Contract execution)

**EXHIBIT I
PAY OR PLAY**

(To be inserted by the City at the time of Contract execution)

EXHIBIT J

Estimated Historical Hours from Expiring Contract

Note: The chart below shows an estimate of the average hours for a recent 12-month period, for the expiring contract. This estimate is provided for informational purposes only.

Bidders who want to see the expiring contract may request a copy from the City Secretary's Office (phone 832-393-1100) by asking for the contract with Aramark Sports and Entertainment Services, Inc., approved by City Ordinance 2006-1094. The City Secretary's Office charges a nominal fee to provide copies of City contracts.

	Average Annual Hours (estimate)
TOTAL ESTIMATED HOURS FOR ONE YEAR	
Customer Service Representatives (CSRs)	15,003.36
CSR overtime hours	543.58
Maintenance (includes half the hours of the new Assistant Project Manager position)	2,389.00
Maintenance overtime hours	233.05
Supervisor (includes hours for four Warehouse Supervisors)	38,057.28
Supervisor overtime hours	1,463.81
Subcontractor Supervisor Hours	550.89
Housekeeper hours	185,829.64
Housekeeper overtime hours	4,334.16
Subcontractor Housekeeper Hours	9,330.47
Extra (extra Housekeeper hrs.—for events)	24,303.02
Total	282,038.24