



CITY OF HOUSTON, TEXAS

NOTICE OF BEST VALUE BID (BVB)
SOLICITATION NO.: S46-L23659

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE:

910-39

SOLICITATION DUE DATE/TIME:

June 24, 2010 at 10:30 A.M., CST

SUBMITTAL LOCATION:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION:

JANITORIAL, PORTER, WINDOW WASHING, RECYCLING AND ASSOCIATED SERVICES FOR THE VARIOUS DEPARTMENTS

PRE-BID CONFERENCE:

Date	Time
June 4, 2010	10:00 AM

Location
Jesse Jones Library,
500 McKinney St.
Concourse Meeting
Rm. Houston, TX
77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Eric Alexander

Name

Eric.alexander@houstontx.gov

City Purchasing Agent

1.0 SUBMITTAL PROCEDURE:

- 1.1 Seal bids two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and five (5) additional electronic CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

City Secretary's Office
 City Hall Annex
 900 Bagby
 Houston, Texas 77002

- 1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and read in the City Council Chamber, City Hall Anne, Public Level, 900 Bagby St. 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.
- 1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

2.0 BEST VALUE BID FORMAT:

- 2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) 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.
- 2.3 The complete Bid packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
*Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Organizational Chart
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements

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Five (5) Electronic CD Copies

* Documents/forms can be downloaded from the City's Website: http://purchasing.houstontx.gov/solicitation_forms.htm

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
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

3.0 PRE-BID CONFERENCE AND SITE INSPECTION:

3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City. In addition, the City of Houston will host two days of site inspections of our facilities to be maintained as a part of this contract. A list of the facility locations, dates of inspections and facility contacts will be provided at the pre-bid as well as posted on the City of Houston' e-bid site; in a letter of clarification.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Eric Alexander, telephone: (832) 393-8704, fax: (832) 393-8759, or e-mail (preferred method to): eric.alexander@cityofhouston.net, no later than Thursday, June 17, 2010 at 5:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

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6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF BIDS:

8.1 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 most advantageous or in the best interest to the City.

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the BVB shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the Contract award.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the BVB description and the BVB or Contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

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- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **October 1, 2010** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids

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received prior to Contract award.

- 16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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EXHIBIT B
SCOPE OF SERVICES

GENERAL SPECIFICATIONS
(Applies to All Departments)

1.0 ADDITIONS & DELETIONS:

1.1 The City, by written notice from the City Purchasing Agent 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.

2.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

3.0 WARRANTY OF SERVICES:

3.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

3.2 "Correction" as used in this clause, means the elimination of a defect.

3.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

3.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

3.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

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4.0 INVOICING

4.1 The Contractor shall submit each invoice in duplicate form for any services performed within thirty calendar days after the completion of services. The department will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. All invoices shall be delivered or mailed to the department(s) whereby service was rendered. The itemization shall be in accordance with the Contract Fee Schedule, Exhibit H and shall include, but not be limited to the following:

4.1.1 Each invoice (in duplicate) shall be delivered or mailed to the individual Facility Manager of each department. The Contractor is responsible to verify the departments correct mailing address.

4.1.2 Invoices must be submitted in duplicate with copies of the Contractor's daily work orders attached which have been approve by the Facility Manager or designee.

4.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.

4.1.4 Invoices submitted for services that are performed as the result of Other Work/Services shall require that copies of the Director's or designee written request be attached to the original and one (1) each of the 2 invoice copy.

4.1.5 Other information or details as may be requested or specified by the Director. Each invoice must contain, in addition to the above, the City of Houston Outline Agreement Number, a complete description of the services provided, complete contract name; and the Contractor's contact person for invoice irregularities.

4.2 The following are additional (optional for HAS) invoices requirements per department.

4.2.1 Houston Airport System (HAS)

4.2.1.1 The Houston Airport System will accept invoices submitted electronically along with required support information as described in section 4.0. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

Requirements are as follows:

1. Submit invoices in "TIFF" format.
2. Submit to has.accountspayable@cityofhouston.net

4.2.2 Parks and Recreation Department

4.2.2.1 Contractor shall submit invoices for payment in duplicate (one original and one copy) on the Contractor's company stationery with the original signed by an authorized agent of the company. Each invoice number shall be unique and not duplicated during the contract term. Each invoice shall detail the following information:

City Contract number and Work Order Number.
Facility address where services were performed.
Beginning and ending service dates.

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Mail invoices to:
Parks & Recreation
2999 South Wayside
Houston, Texas 77023

4.2.3 Public Works and Engineering Department

4.2.3.1 Contractor shall submit invoices for payment in duplicate (one original and one copy) on the Contractor's company stationary with the original signed by an authorized agent of the company. Each invoice number shall be unique and not duplicated during the contract term. Each invoice shall detail the following information:

City of Houston
Department of Public Works & Engineering
Accounts Payable- Service Contracts
Attn: Craig Foster
P.O. Box 61449
Houston, Texas 77208-1449

4.2.4 General Services Department

4.2.4.1 The janitorial contract shall submit along with their monthly invoice a weekly labor log for each facility documenting the number of daytime cleaning and supplemental cleaning hours worked. Weekly labor log sheets are to be supplied by the Contractor each log must be signed by the janitor who performed the work and the appropriate Building Administrator verifying the hours worked. Any transfer of labor hours from one facility to another must also be documented on the labor log sheet of both facilities, signed and approved by both Building Administrators involved in the transfer. Any invoice received without the weekly log sheet and signature verification for labor hours worked will not be approved for payment

City of Houston
General Services Department
Accounts Payable
PO Box 61189
Houston, TX 77208-1189

5.0 MINIMUM WAGE

5.1 The Contractor shall pay all employees a minimum of **\$7.25** per hour within the Federal minimum age while working under the Agreement.

5.2 If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, the Contractor may submit a request(s) for increase in the Contract Fees to the City Purchasing Agent for consideration, provided such request(s) is accompanied by documentation as requested by the City Purchasing Agent verifying that only the Contractor's employees' salaries* were increased accordingly. The City Purchasing Agent shall consult with the Director or designee before responding to the request.

*subject to the minimum wage law but not already at the new minimum wage level.

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SECTION B
SCOPE OF WORK/SPECIFICATIONS
PART IA
SPECIFICATIONS FOR FACILITIES MANAGED
BY GENERAL SERVICES DEPARTMENT

1.0 GENERAL

The Contractor(s) agrees to provide Cleaning & Janitorial Services for all General Services locations as shown in Exhibit B1. The Contractor shall provide all supervision, labor, materials, supplies, equipment and services, whether or not specifically mentioned in these documents for the cleaning and janitorial services. The Contractor is responsible for on-site inspections of each facility and shall provide sufficient personnel required to accomplish stated tasks.

1.1 RECYCLE PROGRAM

The Contractor is responsible for the collection of the recycle products at each facility that participates in the City of Houston Recycle program as shown in Exhibit B-1. The Contractor shall collect the recycle product during the cleaning schedule and place the materials in the assigned containers; the contractor shall assure that the recyclables are stationed in the pickup location on the day(s) listed in Exhibit B-1. The contractor shall supply drum liners in areas that require such product.

1.2 WINDOW CLEANING

1.2.1 It shall be re responsibility of the contractor to clean the windows designated at each facility in accordance to the cleaning frequency outlined in (Exhibit "B- 1")

1.2.2 The work to be performed shall include cleaning all interior and exterior designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

1.2.3 The Contractor shall, without delay, report to the Facility Manager any damage to window frames, any deterioration of caulking and gaskets, or any other condition that requires repairs or replacement.

1.2.4 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.

1.2.5 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.

1.2.6 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

1.2.7 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the appropriate Department Director or designee so arrangements can be made for the replacement of the glass, if deemed necessary.

1.2.8 The Contractor shall promptly remove all equipment and a supply from premises as each job is completed. The City will not be responsible for storing Contractor's supplies and equipment. Each job must be inspected and approved by the Director of the appropriate Department or his designated representatives. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor's monthly invoice.

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1.2.9 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

1.3 POWER WASHING

1.3.1 The Contractor shall provide Power Washing Service on a as requested by the Department. The Contractor shall comply with the Houston Ordinances and the E.P.A. Guidelines.

1.3.2 Upon completion of the service, a copy of the manifest shall be provided to the Facility Managers; contractually representing each respective department.

1.3.3. The contractor shall purchase all permits required for such services.

1.3.4. Pricing shall be based on square footage of the area being serviced (Exhibit B1).

1.3.5. Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

1.4 Workmanship, reliability and safety are of paramount importance in the operation of these facilities and shall be key areas of concentration by the Contractor. Anything falling short of these objectives falls short of the requirements of the Contract.

2.0 LIGHTING AND LOCKUP

2.1 The Contractor's personnel shall be responsible for turning lights on and off in areas where they are working. Upon arrival to each floor, the floor maid shall check each area and turn off lights in all unoccupied areas. Light will be left on only during the performance of work in a specific area. Doors are to be closed and locked after each suite is cleaned. The Contractor shall submit and utilize a procedure for resolving thefts, lost key coverage, etc. The Contractor is responsible for ensuring maximum-security integrity among its staff, and shall be responsible for setting the security alarm upon completion of each work shift.

3.0 PHASE-IN / PHASE-OUT SERVICES

3.1 "Phase-In" Services: It shall be encumbered upon the Contractor to coordinate, with the Facility Manager, the "phase-in" services at the start of this Contract. Within the first 30 days after receipt of the Notice to Proceed from the City Purchasing Agent or designee, the Contractor shall submit to the Facility Manager, in writing, the following:

3.1.1 Performance schedules that define, implement and communicate in detail, how the Contractor shall begin performing its duties. Schedules shall include a detailed description of the services to be provided, a proposed staffing level and a detailed list of all equipment and supplies to be used on-site in providing these services. This will be reviewed and approved of the Facility Manager.

3.1.2 Plans for contract administration and communication between the Contractor and the Facility Manager.

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3.1.3 Procedures for quality control that the Contractor shall implement to ensure that it meets the requirements of these specifications. These procedures are subject to the Facility Manager's approval.

3.1.4 Within one week of commencing performance, the Contractor is to schedule and begin a detailed cleaning of each facility to establish a baseline standard of cleanliness by which the contractor shall be judged throughout the term of this agreement.

3.2 "Phase-Out" Services: The Contractor shall recognize that the services provided by this Contract are vital to the City's overall effort; that the continuity of these services must be maintained at a consistently high level without interruption. Upon the expiration of this Contract, a successor may continue these services. If the successor requires phase-in training, the Contractor shall give its best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

3.3 To this end, the Contractor shall provide phase-out services for up to 60 days prior to Contract expiration, at no extra charge to the City. The Contractor shall be solely responsible for providing the services called for by this Contract during any phase-in/phase-out period.

4.0 KEY PERSONNEL AND ON-SITE STAFFING REQUIREMENTS

4.1 The Contractor shall furnish adequate certification papers and documentation of the personnel qualifications for the On-Site Staff and shall obtain from each respective department designee, upon award of Contract, written approval prior to assigning these personnel to the facilities. The Contractor may change personnel only with equally classified and qualified personnel, by written approval of each respective department designee. It shall be the responsibility of the Contractor to maintain fully licensed and qualified personnel on all shifts, in accordance with all applicable codes, ordinances, policies and practices governing and/or appurtenant to Janitorial industry standards.

4.2 Supervision Requirements

4.2.1 The Contractor shall make available, as part of its service a supervisor with the ability to communicate the English Language. English shall be defined, per Webster's II New Riverside University Dictionary, as the West Germanic Language of England, the United States, and other countries that are or have been under English control or influence. Supervisors shall be capable of verbally communicating fluently in whatever language(s) the working staff speaks so that a complete level of understanding of work to be performed is achieved. Failure to provide such supervisors at all times shall be grounds for the City to terminate the Contract. The decision by the Director of each respective City department concerning any disputes, which may arrive resulting from any lack of communication, shall be binding and considered final.

4.2.2 The Contractor shall hold a safety meeting with its employees on a monthly basis. At this safety meeting, the Contractor shall discuss the correct and safe use of cleaning supplies and materials and the correct and safe methods for operation of machinery and equipment. After this meeting, the Contractor shall provide a written report to the City. The Contractor shall be responsible for maintaining a notebook at each site with material Safety Data Sheets for all cleaning chemicals used. In addition, the Contractor will provide the City with a master Material Safety Data Sheet notebook to be on file at City Hall Annex 2nd floor with the contract file. All Material Safety Data Sheets are to be in place prior to initiation of the contract. The chemical supplier shall train employees during the first month of the contract and quarterly thereafter. The Contractor must be in full compliance with OSHA – Blood Borne Pathogen Rule.

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* Please see. Department of labor, Occupational Safety and Health Administration, 29 CFR Part 1910.0131 Occupational Exposure to Blood Borne Pathogens; Final Rule.

4.3 INOCULATION OF CONTRACTORS EMPLOYEES

The Contractor will be held responsible for inoculating employees working in any of the City's Health Clinics.

5.0 DAY PORTER LABOR SUPPORT

5.1 The Contractor is required to provide a janitor(s) for each site listed. The janitor(s) shall be required to provide janitorial support activities during that facility's normal hours of operation with a minimum of one hour given off each day for lunch. These activities shall include, but are not limited to, the ongoing clean up of miscellaneous spills and debris and the ongoing cleaning and stocking of restrooms as necessary. All exterior trash receptacles shall be checked twice daily, and emptied as needed. All entrances, parking lots and adjacent grounds shall also be checked twice daily and all trash removed.

5.2 The daytime janitor(s) shall also complete tasks as assigned by the Facility Manager or its designee. These tasks may include any part or the entire task outlined in this contract or other task as assigned. The daytime janitor's requirements are above and beyond the requirements to be completed during the general cleaning performed after the normal hours of operations.

5.3 The daytime janitor also may be used to perform setups, takedowns, and cleanup activities for special functions and events. This shall require each worker to be able to move tables, chairs and other property. Janitors shall be able to lift up to 80 pounds. The daytime janitor(s) must be able to speak the English language.

6.0 ADDITIONAL PERSONNEL

6.1 The Contractor may provide additional personnel for the work under this Contract, as it deems necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective department facilities. Any additional personnel shall be at the expense of the contractor unless requested by the City to perform additional tasks not covered in this contract.

7.0 SUPPLEMENTAL LABOR FOR EMERGENCIES & EXTENDED HOURS OF OPERATION

7.1 The City of Houston may request the contractor to provide Supplemental Labor Support for setup and cleanup assistance supporting Various Departments Programs or events. Contractor may be required to provide 24 hour coverage. During emergencies including but not limited to floods, hurricanes, terrorist attacks, etc. During and Emergency the City will furnish supplies, or request the contractor to supply product to which the contractor is entitled for reimbursement.

7.2 The Facilities Manager shall be the person responsible for authorizing payment to the Contractor for all daytime cleaning and supplemental cleaning hours worked at their respective facilities. Supplemental labor unforeseen emergencies may also be required.

7.3 All supplemental labor requests shall be for a minimum of two (2) hours.

7.4 Supplemental labor costs will be based on a per hour rate inclusive of all supervision, labor, supplies, material and equipment.

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- 7.5 All invoices shall include the exact description of the work performed, number of labor hours and number of workers utilized to perform service.
- 7.6 Supplemental labor may be requested for special clean-up needs facilitated by furniture moves and/or alterations and building repairs, etc. Services may include, but not be limited to overall carpet cleaning (not spot-cleaning), upholstery cleaning and scotch guard carpet.
- 7.7 Upon receiving a request for additional Labor support, the Facilities Manager shall submit a written request for additional labor hours to the Janitorial Contractor at least 24 hours in advance of the work.
- 7.8 Please note that the use of supplemental labor for extended hours of operation is to be used at the City of Houston's option to cover events, which may extend to weekends and after 6:00 p.m. on weeknights. These events may include MSC auditorium, activity room rentals and evening Health Clinics. The number of hours used to cover these events is variable and in no way should be looked upon as a guarantee.
- 7.9 In cases of emergencies, i.e., roof leaks, busted water pipes, etc., the City may request additional services outside of Contractor's normal working hours. Services performed shall be those indicated in this scope of work, including but not limited to cleaning and janitorial services and emergency floor care. The Contractor response time to an emergency request shall be within two (2) hours. All emergency labor requests shall be for a minimum of one (1) hour. The cost for this type of emergency shall be based on a per hour basis, inclusive of all supervision, labor, supplies, material and equipment. All invoices shall indicate exact description of the work performed, number of labor hours and number of workers utilized to perform services.
- 7.10 Payment of emergency or supplemental labor shall be computed as follows: The Contractor shall be paid a minimum of one (1) hour for emergency services or two (2) hours for supplemental services for actual work performed during those times regardless of the amount of time required to complete the service, per the hourly labor charge in the Fee Schedule (Exhibit "H").

Example: if emergency service is completed within twenty-five (25) minutes, the Contractor shall invoice the City for one (1) hour and will be paid accordingly.

Should the time required to complete the work exceed one hour, the Contractor shall be paid in fifteen (15) minute increments after the first hour.

Example: if the emergency service is completed in one (1) hour and five (5) minutes, the Contractor shall invoice the City for one (1) hour and fifteen (15) minutes and will be paid accordingly.

8.0 CONTRACTOR SECURITY CLEARANCE

- 8.1 The Superintendent in charge of the facility shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.
- 8.2 The decision by the Director shall be final in all cases involving removal of Contract personnel from performing the work herein specified.
- 8.3 All personnel shall be subject to a security background check as a condition of assignment to a facility for work under this Contract. The results of background checks on Contractor employees shall be submitted to each respective department's designated representative for approval prior to each individual's assignment to this facility. The Houston Police Department also has the option to perform their own background check.

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- 8.4 Any and all costs associated with the background check shall be the responsibility of the Contractor.
- 8.5 It is understood and agreed to by the Contractor and the departments that if the Director/Designee refuses to approve any personnel assignments, or requests removal of any of the Contractor's personnel, the Director/Designee shall do so in writing, stating the reason(s) or cause(s) for not approving the employee's assignment and/or requesting removal of any personnel from the work.
- 8.6 Due to the very nature of work housed in these facilities, the Contractor and its employees shall be required to comply with any and all building security measures deemed necessary by the Director of each respective department, to ensure that the integrity of confidential and highly sensitive work is maintained and secured.
- 8.7 Each respective department shall provide the Contractor with the necessary information and instructions regarding any facility security restrictions.
- 8.8 The Contractor is responsible for training its employees, both on-site staff and its off-site support personnel, in security matters pertaining to these facilities.
- 8.9 Repeated failure or refusal by the Contractor and/or its employees to comply with facility security measures enacted by the City of Houston may be cause for termination of this Contract.

9.0 LICENSES AND PERMITS

- 9.1 The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

10.0 CODES, ORDINANCES AND REGULATIONS

- 10.1 All work performed under this Contract shall be subject to applicable local, state and federal codes, laws, ordinances and regulations, and the Contractor shall be responsible for ascertaining whether or not the work defined by these specifications is in compliance with the aforementioned.

11.0 CONTROL OF PREMISES

- 11.1 Access to the areas within the City facilities by Contract employees shall be limited to those persons whose names are on file with Director/Designee of each respective department as being assigned to that site, or as the Contractor's off-site support personnel who may be called upon to assist on-site staff in accomplishing work.
- 11.2 The Contractor, and its employees, shall adhere at all times to security and identification measures established and implemented by the City and each respective department at these facilities.
- 11.3 The Contractor shall keep a record of any and all keys distributed to its employees, and provide the Facility Manager with the same records.
- 11.4 Routine cleaning and janitorial maintenance services shall be performed and the Contractor shall have access into the buildings, throughout the twenty-four (24) hours in each day and on each of the seven (7) days of the week, including holidays.
- 11.4.1 Although the Contractor shall have access to the building twenty-four (24) hours per day,

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routine cleaning and janitorial services shall be scheduled during normal office hours in the facility's Administrative Sections of certain facilities.

11.4.2 The Contractor shall confer with the Facility Manager to coordinate work schedules of cleaning and janitorial crews around times of anticipated high activity and occupancy level in various areas throughout the facility.

11.5 When necessary, cleaning and janitorial personnel shall work behind locked doors in areas requiring extra security measures, as designated by the Facility Manager and/or Director. All doors in these areas shall be closed and locked when cleaning is complete. All lights, when appropriate, shall be turned off in unoccupied areas immediately after completing cleaning and janitorial work.

11.5.1 The contractor must obtain permission from the Facility Manager to clean certain secured areas, i.e. floors 25 and 26 at 1200 Travis - Crime, Photo and Latent Labs.

11.5.2 Custodial personnel shall not enter secure areas of the jail with personal items, which may be used as weapons, i.e. knives, screwdrivers, etc.

11.5.3 Custodial personnel shall not interact with prisoners in any form or fashion.

12.0 CONTRACTOR'S ON-SITE OFFICE/STORAGE

12.1 The City shall provide Contractor with on-site office space, workroom and storage, at a location where such space is available:

12.2 Use of this space by the Contractor, for its use as an office and work area shall be for the term of the Contract period.

12.3 Use of any other space or areas on-site by the Contractor shall be at the discretion of the Facility Superintendent.

12.4 The City shall not be responsible or liable for any lost, stolen or damaged equipment or supplies belonging to the Contractor which are stored on-site for the term of the Contract.

12.5 The Contractor agrees, at the end of the Contract period or upon Contract termination, to return to the City all shop space, storage areas and work space in a condition equal to or better than it was when first provided to the Contractor for its use.

13.0 UTILITIES

13.1 The City shall provide the Contractor with utilities as required to perform the work specified herein, at existing outlets and connections at no cost to the Contractor.

13.2 The Contractor shall be permitted use of the facilities sanitary and storm sewer systems, at no cost to the contractor in the performance of the work.

13.3 Solid waste pickup services shall be provided at no cost to the Contractor for materials related to service performed at the facility. Larger items, such as old parts or crates and broken equipment the Contractor must dispose of off site at its expense.

13.4 Electrical power at existing receptacles and natural gas at existing distribution valves shall be provided at no cost to the Contractor.

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13.5 The Contractor shall arrange for, and be responsible for; all other services and costs unless otherwise agreed to by the Director of each department.

14.0 UNIFORMS

14.1 All Contractor employees, as well as any employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification card bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards.

14.2 All uniforms shall be the same and contain the name of the Contractor and the employee.

14.3 Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to approval by the City of Houston prior to the start of the contract.

15.0 REPAIR OF DAMAGE TO CITY PROPERTY

15.1 The Contractor is responsible for and bears the cost of all damage to City property caused by the Contractor, its employees, or by other personnel associated with the Contractor, including but not limited to the Contractor's agents and subcontractors. Such responsibility includes, but is not limited to damage due to the carelessness or neglect of the Contractor or its agent, employees, or subcontractors.

15.2 The Contractor shall report to the Facility Manager, without delay, any and all damage to the City's equipment, furnishings or property caused by the Contractor's employees.

15.2.1 The Contractor shall be liable for any and all necessary repairs or replacements to property damaged by its employees.

15.2.2 The Contractor shall not place chairs, wastebaskets, coat trees, or similar items on tables, desks, work surfaces, cabinets or other furnishings belonging to the City.

15.3 The Director or designee is the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of what is "normal wear and tear," negligence by others, vandalism, Force Majeure, or Contractor's negligence.

16.0 MATERIAL SAFETY DATA SHEETS (MSDS)

16.1 The Contractor shall furnish to each Facility Manager all MSDS, (OSHA Form 174), for each product stored at and/or used in each facility. A MSDS must accompany each product shipment to the facilities.

16.2 The contractor shall keep a MSDS notebook at each site in the location provided by the City of Houston.

16.3 It is the contractors responsibility to keep all MSDS at each facility up to date along with those provided to each Facility Manager.

16.4 A MSDS must accompany each product shipment to the facilities.

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16.5 In Addition, the Contractor shall provide each respective District with a master Material Safety Data Sheet notebook to be on file at the Safety Office. All Material Safety Data Sheets are to be in place prior to initiation of contact.

16.6 The Contractor shall utilize the Haz-Com system.

17.0 CONFIDENTIALITY

17.1 The Contractor shall keep all materials to be prepared hereunder and all City data it receives in the strictest confidence. The Contractor shall not divulge such information except as approved in writing by the Director or designee as otherwise required by law.

18.0 CONTRACTOR'S EMPLOYEES

18.1 The Contractor must provide an Employment Eligibility Verification (Form I-9) for all personnel assigned to these facilities. This form will be provided prior to contract award.

18.2 All personnel performing work under this contract are employees of the Contractor and the Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, worker's compensation/industrial accident insurance and all other costs associated with such personnel, including taxes relating to such employees. The Contractor shall adhere to all legal mandates, federal, state or otherwise, regarding the payment of the minimum wage.

19.0 QUALITY CONTROL

19.1 The Contractor shall provide a standardized form for the log sheets of complaints. The Facility Manager and the Contractor's Project Manager shall review all log sheets weekly.

19.2 Daily inspections (visual and written) shall be performed by the Cleaning and Janitorial Supervisor and recorded on a master inspection control log. The inspection form shall relate to the total housekeeping responsibility for appearance and maintenance of the facility. The inspection form and inspection log must be made available for the Department's review.

19.3 The Cleaning Supervisor shall meet daily with the Facility Manager to review the previous day's activities, and to communicate special requests or problems.

19.4 The Contractor's Project Manager shall review the inspection log and follow-up with the Cleaning Supervisor weekly. In addition, the Project Manager shall perform a complete monthly inspection of the entire facility and implement needed corrective action. This inspection shall be reviewed with a representative of the Department. The Project Manager shall be available for mutual inspection of the facility with a Department's representative.

19.5 The Contractor's Project Manager shall meet with the Facility Manager once each month for a complete formal tour of the building to inspect the quality and consistency of work, adherence to cleaning specifications, standards, and to review needs of each facility.

19.6 The Contractor shall submit a written monthly report to the Facility Manager. This monthly report shall include copies of the daily inspection forms and summarize problems and correction action.

19.7 The contractor shall post in each restroom facility, a cleaning schedule of when the area has been serviced. Schedules shall be collected weekly and filed on site and readably available for inspection.

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20.0 SCHEDULE OF SERVICES

20.1 The Contractor shall perform Cleaning and Janitorial Maintenance Services as described in the following cleaning specifications. The City shall establish the Contractor's cleaning hours, however it is anticipated that no cleaning on a nightly basis shall begin before 6:00 p.m., or in accordance to the times indicated in Exhibit B1. The City and the Contractor shall mutually agree upon cleaning schedules for holidays if applicable.

20.2 Each facility requires various services of cleaning that include either a Day Porter Service, Evening Crew Service, Night Crew, Roving Crew Service, or Floor Care Only. The Following are a list of codes that identify the service(s) required at the facility. These codes are reflected on the Janitorial Services Table on Exhibit B1

20.2.1 Day Porter Service– DP

20.2.2 Evening Crew Service - EC

20.2.3 Night Crew Service – NC

20.2.4 Roving Crew Service - RC

20.2.5 Floor Care Only – FCO

21.0 SUPPLIES, MATERIALS AND EQUIPMENT

21.1 The Contractor shall furnish all cleaning and janitorial maintenance supplies necessary to perform the services specified under this Contract. Supplies shall be in accordance to Green Friendly Products. Supplies shall include items such as paper towels, sanitary napkins, tampons, toilet tissue, antibacterial hand soap containing lanolin, deodorizers, disinfectant, plastic trash can liners, and interior and exterior floor mats.

22.0 EXCLUSIONS

22.1 The City of Houston (Health and Human Services Department) shall provide Paper Products to all Health Facilities; with the exception of the Health and Human Service Administration Building to which the contractor shall be responsible for providing such products.

22.2 The Facility Manager reserves the right to reject any and all supplies, materials, and equipment.

22.3. Consumable such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials.

21.2.1 The Facility Manager reserves the right to reject any and all supplies.

21.2.2 The Contractor shall be entitled to the proceeds from the sanitary napkin dispensers. The cost to the consumer for these products shall be in keeping with industry standards. Toilet paper shall be 2 ply, facial quality, bleached with a minimum brightness of 70, 17-20 lbs minimum basis weight, sheet size 4.50 x 4.50. Paper towels shall be bleached with a minimum brightness of 65, 25-28 lbs minimum basis weight.

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- 22.4 **Materials:** The items furnished shall be new, unused of the least product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Contractor shall be responsible for providing the same type of dispensers at those locations where dispenser replacement, due to phase out of old contractor is needed.
- 22.5 **Samples:** If required in writing by the City, contractor shall be required to submit samples of the items proposed within ten (10) days of such written request. The samples will be used to determine if the proposed items meet specifications stated herein. Failure to comply with this requirement shall be just cause for rejection of your products from further consideration.
- 22.6 **Dust Mats:** The Contractor shall supply chemically treated dust mats (entrance mats).
- 22.6.1 All chemically treated dust mats (entrance mats) shall consist of nylon tufting with a natural rubber back. They shall be available in red, brown, black or navy. All mats are to be exchanged on the floor where they are used. Mats shall be exchanged for cleaning weekly. Mats shall be treated with both a dust control compound and a Fire Retardant (OSHA APPROVED).
- 22.6.2 Exterior mats shall be approximately 36" X 48", closed loop, highly resilient fiber to spring back into shape. Machine washable, self-drying.
- 22.7 **Equipment:** All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

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SECTION B
PART 1A
JANITORIAL CLEANING
SPECIFICATIONS FOR FACILITIES MANAGED
BY THE GENERAL SERVICES DEPARTMENT

1.0 CONTRACTOR'S DUTIES

- 1.1 The Contractor shall perform all Cleaning and Janitorial Services for the facilities as stated herein. Such services shall include, but not be limited to, furnishing all supervision, labor, materials, supplies and equipment necessary for cleaning and janitorial maintenance. All work shall be performed in a first-class, professional manner, satisfactory to the on-site Facility Manager, contractually representing each respective department. Cleaning and Janitorial Maintenance Services provided under this Contract shall include all buildings and the exterior sites.
- 1.2 The Contractor shall comprehend that whenever the word "clean" is used in this specification, it is understood to mean scrub, wash, dust, damp clean, scrape, vacuum clean or polish, as necessary, to bring the area or item cleaned to a condition free of dust, dirt or stains satisfactory to each department's Contract Administrator. Subject cleaning to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, paste cleaners, solvent, bleaches ammonia liquid and paste polishes, etc.
- 1.3 The Contractor shall comprehend that whenever the word "strip" is used in these specifications, it shall mean the process prescribed by the manufacturer of the floor finish being used for removing the last application of floor finish and to prepare the floor tile to receive new floor finish. Normally, floor stripping requires the use of one or more of the following:
 - 1.4 Power floor scrubbing machines, scouring pads, brushes, rags, mops, with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease, stains and the wax applied by the manufacturer of new floor tile.
 - 1.5 Cleaning and Janitorial Maintenance Services provided under this Contract shall include but not limited to all the office areas, restrooms, shower areas, gym, courtrooms, laboratories, occupied office space, lobbies, corridors, hallways, storage areas, conference rooms, interview areas, lunch rooms, auditoriums, kitchens, kitchenettes training rooms, elevators, escalators, booking areas and hallways as applicable, detention areas, the court holding areas, all associated booking areas, individual cells, public contact areas, conference rooms, computer rooms, reception areas, W.I.C areas, daycare areas, Senior Citizen Areas, classrooms, and all of the functions associated with these tasks within each specific building as applicable.
 - 1.6 Areas to be excluded from service are electrical and telephone closets pipe space, air plenums, mechanical equipment rooms and storage rooms.
 - 1.7 Cleaning and Janitorial Services for the exterior sites shall include parking lots, driveways, sidewalks, curbs, drains and ground-level gutters.
- 1.8 The Contractor shall only employ personnel that are thoroughly trained in all phases of cleaning and janitorial techniques and safety

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- 1.9 The Contractor shall employ a thoroughly trained manager to oversee the Cleaning and Janitorial Services performed under this Contract. The manager or its/her designee shall be on-call twenty-four (24) hours per day, seven (7) days per week.
- 1.10 The Contractor shall maintain a telephone where the City and/or the Facility Manager may contact the Contractor Manager or their designee twenty-four (24) hours a day in the event of an emergency.
- 1.11 The Contractor shall provide male personnel to perform work in exclusive male areas and female personnel to perform work in exclusive female areas: the Wellness Center locker rooms; male and female detention centers.
- 1.12 The Contractor shall arrange for each work crew to include a crew leader or supervisor, trained and experienced in supervising cleaning and janitorial work. A crew leader or supervisor must accompany each crew at all times while on-site.

2.0 PERFORMANCE DEFINITION AND STANDARD

- 2.1 The Contractor shall perform Cleaning and Janitorial Maintenance Services for the General Services Department facilities as listed in Exhibit B1.

2.2 SWEEPING AND DUSTING

- 2.2.1 Floor shall be clean and free of dirt streaks and there shall be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- 2.2.2 Wads of gum, tar, and other sticky substances shall be removed from all floors.
- 2.2.3 Grills and woodwork shall be dust-free after dusting. Dust shall be removed rather than merely pushed around.
- 2.2.4 There shall not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.

2.3 POLISHING AND WALL SPOTTING

- 2.3.1 Doorknobs, push bars, kick plates, railings, doors and other surfaces shall be cleaned and polished to an acceptable luster.
- 2.3.2 Drinking fountains shall be cleaned and free of stains. The wall surface around the drinking fountain shall be free of water spots and streaks.
- 2.3.3 Wall surfaces up to standing height shall be free of fingerprints, smudges.

2.4 MOPPING

- 2.4.1 Floor shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after the mopping operation.
- 2.4.2 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.

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2.4.3 All surfaces shall be dry and the crevices clean after mopping.

2.5 TRASH REMOVAL

2.5.1 All wastepaper baskets shall be empty and in place, clean and ready for use.

2.5.2 Trash bags, when full, shall be disposed of quickly.

2.6 SWEEPING OR VACUUM CLEANING

2.6.1 There shall not be any dirt left in any corners, under furniture or behind doors.

2.6.2 Baseboards, furniture, and equipment shall not be disfigured or damaged during the cleaning operation.

2.6.3 There shall not be any dirt where sweepings were picked up.

2.6.4 Furniture and equipment moved during sweeping shall be replaced.

2.6.5 There shall be no trash or foreign matter under desk, table, or chairs.

2.7 DUSTING

2.7.1 There shall not be any dust streaks on desk or other office equipment.

2.7.2 Woodwork, after properly being dusted, shall appear bright.

2.7.3 Corners and crevices shall be free from any dust.

2.7.4 There shall not be any oily spots or smudges on walls, caused by touching them.

2.7.5 Windows sills, door ledges, door louvers, window frames, wainscoting, baseboards, columns, and partition shall be free of dust.

2.8 DAMP-WIPING

2.8.1 Mirrors, 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.

2.9 CARPET CARE

2.9.1 Carpet shall be vacuumed every night.

2.9.2 Carpet shall be clean and free from dust, dirt, and other debris.

2.9.3 There shall not be trash or foreign matter under desk, tables or chairs.

2.9.4 All carpets shall be cleaned nightly with proper shampoo and equipment to remove stains, spots and gum. Nightly cleaning to include the bonnet system if necessary to remove stains, spots and gum. All carpet excluding carpet in daycares, senior citizen areas, private offices and work areas shall be shampooed every three (3) months. All carpet in daycare's and senior citizens

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areas to be shampooed monthly, private offices and work areas shall be shampooed on a semi-annual basis (2 times per year).

2.9.5 Any furniture moved during carpet cleaning shall be replaced.

2.10 CLEAN DRINKING FOUNTAINS

2.10.1 Drinking fountains shall be clean and free of stains.

2.10.2 The wall and floor around the drinking fountain shall be free spots and watermarks.

2.10.3 All other surfaces of the fountain shall be free of spots, stains and streaks.

2.11 STAIRWAY CLEANING

2.11.1 Stairs landings, steps, and all corners of stair treads shall be free of loose dirt or dust streaks after sweeping.

2.11.2 Stairs railing, door moldings, ledges, and grills shall be dust free after dusting. The dust shall be removed rather than pushed around.

2.12 CLEANING, POLISHING AND WALL SPOTTING

2.12.1 Glass surfaces shall be clean and free from any smudges, finger marks, and dirt.

2.12.2 Handrails, doorknobs, and other surfaces shall be cleaned and polished to an acceptable luster.

2.12.3 Walls up to a standing height shall be free of finger marks and other dirt spots of any kind.

2.13 MOPPING AND SCRUBBING

2.13.1 Stair landings and steps shall be free of any loose and/or caked dirt particles and shall present an overall appearance of cleanliness after mopping or scrubbing.

2.13.2 Walls, baseboards, and stair risers wall shall be free of watermarks, scars from the equipment striking the surfaces and splashing from the cleaning solution.

2.13.3 All surfaces shall be dry and the corners and cracks after mopping.

2.14 WALL CLEANING

2.14.1 There shall be no spots remaining on walls or signs of overlapping.

2.14.2 There shall be no smudge spots at point where cleaning of the lower and upper halves of the wall overlap.

2.14.3 No water shall be spilled on floor.

2.14.4 Walls shall be uniformly clean all over.

2.14.5 Woodwork on doors, windows and molding shall be clean.

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2.15 FLOOR CLEANING

2.15.1 Preparation for Mopping

2.15.2 Cleaning solutions, where used, shall be mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.

2.15.3 Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions

2.15.4 The space to be mopped shall be properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

2.16 FLOOR MOPPING

2.16.1 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.

2.16.2 All mopping 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.

2.16.3 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 solutions and rinse water

2.17 PREPARATION OF FLOOR AREA FOR WAXING

2.17.1 The floor area shall be free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and otherwise be thoroughly clean.

2.17.2 Walls, baseboards, furniture bases, and other surfaces shall be free of watermarks, mark from the cleaning equipment and splashing from the floor cleaning solutions.

2.17.3 All cleaned surfaces shall be wiped dry and the floor ready for the application of wax.

2.18 WAXING

2.18.1 The surface waxed shall have the proper type of wax applied in accordance with best operating practices.

2.18.2 The wax shall be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and be allowed to properly dry before polishing.

2.18.3 Wall, baseboards, furniture, and other surfaces shall be free of wax residue and marks from the equipment.

2.18.4 The waxed areas shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.

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2.19 SPRAY BUFFING

- 2.19.1 Floor surface shall be swept and damp mopped to remove all dirt. Once floor is dry apply a light spray mist of buffing compound and buffing pad to restore shine.
- 2.19.2 Baseboards, furniture and equipment shall not be disfigured or damaged during buffing work.
- 2.19.3 The finished area shall be polished(buffed) with a high speed buffer and a acceptable with a uniform luster, and free of extreme highlights from the brushes of the machine.

2.20 FURNITURE ARRANGEMENT IN WAXED AREAS

- 2.20.1 All rug edges shall be replaced to their proper position
- 2.20.2 All moved items of furniture and office equipment should be returned to their normal positions.
- 2.20.3 Cars shall be exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

2.21 PREPARATION OF FLOOR SCRUBBING

- 2.21.1 The machine and other equipment shall be checked and readied for work in a careful and thorough manner.
- 2.21.2 Additions of motor oil, where required, shall be accomplished in a safe and careful way so as to avoid spillage and overflow.
- 2.21.3 Cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water

2.22 OPERATION OF MACHINE

- 2.22.1 Only authorized personnel having sufficient instructions to its proper and efficient operations shall operate the mechanized equipment.
- 2.22.2 The scrubbing machine shall be started and operated in a safe and reasonable manner.
- 2.22.3 Care of the mechanized equipment shall be exercised at all times during its operation to avoid damage to personnel, the building and equipment.

2.23 FLOOR SCRUBBING, STRIPPING AND RINSING

- 2.23.1 Proper precautions shall be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.
- 2.23.2 The scrubbing work shall 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.
- 2.23.3 All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing, brushed and/or mops, shall be clean and free of dirt, water streaks, mop marks, and string; properly rinsed; and dry mopped to present an overall appearance of cleanliness.

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2.23.4 Walls, baseboards, and other surfaces shall be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

2.24 MAINTENANCE FOR SHEET VINYL FLOORING IN THE GYMNASIUM AT METROPOLITAN MULTI-SERVICE CENTER (1475 WEST GREY)

2.24.1 Initial Clean-Up/Daily Care

2.24.1.1 Sweep or vacuum to remove loose dirt. Rinse the floor with clean water and wet vacuum or mop dry. The floor must be thoroughly rinsed to remove all detergent film. When required, scrub the floor using standard scrubbing machine or automatic scrubber with red polyester pad. Use mineral spirits (naphtha) to remove adhesive residue or stubborn dirt.

2.24.2 Surface Treatment

2.24.2.1 When required, to restore the natural, non-glare finishes, dry buff the floor with a polishing pad or a polishing brush on a high-speed floor machine. Do not run the buffer over the game lines. If a protective coating is applied, it must be applied and maintained according to the coating manufacturer's instructions.

2.24.3 Spot Removal

2.24.3.1 Spills and spots should be cleaned up while they are still fresh. Use a white polyester pad moistened with detergent.

2.24.4 Polishing the Floor

2.24.4.1 For a high gloss finish apply at least two liberal coats of approved polish . Follow the polish manufacturer's direction for application and maintenance of the polish. To restore the natural, non-glare finishes the "No Wax" Dry Buffing method is preferred. Simply dry buff the floor with a nylon or polyester buffing pad or a polishing brush on a high speed-polishing machine (1,00 RPM max). (See Above). If game lines have been painted or taped on the surface, a special care is a required when maintaining Gym floor Elite to be such the lines are not damaged or removed. Scrubbing and buffing operations must be done carefully over game line areas.

2.24.4.2 It shall be the Contractors responsibility to insure that the number of its employees staffed during the evening shift is a sufficient number to complete the tasks and to insure that the floors remain in first class condition.

2.24.5 Cautions

2.24.5.1 Do not use acetone or similar material to clean floors. Furniture rest, cart wheels and tries should be made of glass, hard plastic or non-staining rubber and should be large enough so that a static load of 150 Iodine based products such as Betadine will stain vinyl floors and should be cleaned up immediately using a detergent as above.

2.24.6 Frequency for Stripping and Polishing

2.24.6.1 Frequency for stripping and polishing should be as in Exhibit B1.

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4.0 DAILY RESTROOM AND SHOWER CLEANING

- 4.1 All restroom fixtures, including sinks, toilet bowls and urinals, shall be scoured and disinfected using an approved solution and kept free of scale, rust, mold and stains at all times. Dry and polish. DO NOT LEAVE STREAKS.
- 4.2 All bright metal accessories, including hardware on plumbing fixtures, shelving, partitions, and dispensing accessories shall be cleaned and polished using an approved solution. DO NOT LEAVE STREAKS.
- 4.3. Sanitary napkin and tampon receptacles shall be emptied, cleaned, liners replaced and disinfected with an approved solution. All other receptacles shall be emptied and damp dusted on the inside. DO NOT LEAVE STREAKS.
- 4.4 Soap, towel and tissue dispensers shall be cleaned and polished and refilled each day. DO NOT LEAVE STREAKS.
- 4.5 All mirrors shall be cleaned and polished clear, free of smudges, streaks, or watermarks.
- 4.6 All restroom walls and partitions shall be kept from oil spots, smudges, streaks or foreign matter.
- 4.7 All ceramic tile surfaces in showers or other areas of restroom facilities shall be cleaned and polished with an approved solution, kept free of soap film, scale, rust, stains, streaks, and mold at all times.
- 4.8 Restroom floors shall be cleaned by mopping and rinsing with an approved disinfecting mopping solution and carpeted areas, such as those in the locker rooms, shall be vacuumed and spot cleaned as needed. All surfaces shall be dry, the corners clean, free of streaks, mop strand marks and skipped areas.

5.0 WEEKLY GENERAL AND RESTROOM CLEANING

- 5.1 All vertical and horizontal surfaces of desks, enclosures, files, woodwork and other furniture shall be damp dusted with a clean or treated cloth. THERE SHALL NOT BE DUST STREAKS.
- 5.2 All restroom partitions shall be washed with an approved disinfecting solution and a light coat of polish applied. A minimum of two (2) gallons of fresh, clean water shall be poured into each restroom floor drain twice a week.
- 5.3 The dry and wet saunas shall be cleaned and disinfected with an approved disinfecting solution three (3) times a week.
- 5.4 The whirlpool shall be cleaned and disinfected with an approved disinfecting solution three (3) times weekly.
- 5.5 All desk accessories shall be dusted and returned to their proper place.
- 5.6 All telephone receivers shall be cleaned with a disinfectant treated cleaning cloth.

6.0 GENERAL CLEANING

- 6.1 Empty and clean all wastebaskets, trash receptacles, etc; as needed. damp dust or wet wipe and dry polish as necessary. (Liners shall be placed in certain designated receptacles or wastebaskets.)

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- 6.2 Remove all trash and wastepaper to designated collection points.
- 6.3 Dust and wipe clean all office furniture, fixtures, and desk accessories.
- 6.4 Vacuum all carpet, rugs and floors;
- 6.5 Clean all carpeted areas and machine scrub and shampoo using the Bonnet System to remove stains and spots on a nightly basis. Remove gum from carpet and floors. Cleaning to include gum removal. (All carpeted areas, including daycare areas, Senior Citizen areas, W.I.C areas, Classrooms, Conference Rooms, Auditorium, Waiting Areas, Lobbies, Hallways, Corridors and General Office Floors.) as needed.
- 6.6 Clean woodwork, doors, light switches, and walls to remove smudges and fingerprints.
- 6.7 Clean all glass doors and sidelights, partition glass furniture as needed.
- 6.8 Clean and polish drinking fountains.
- 6.9 Sweep, damp, mop and takes all necessary action to remove scuff marks, stains, spot, dirt, etc. from all vinyl composition tile floors, vinyl sheet covering floors, ceramic tile floor and brick paver floors. (All floors, including daycare areas, Senior Citizen areas, W.I.C areas, classrooms, conference rooms, exam rooms, auditoriums, gym floors, waiting areas, lobbies, hallways, corridors and general office areas, restrooms, showers rooms, break rooms, locker rooms, kitchenettes, kitchens, vending areas and laboratory floors) spot mop.
- 6.10 Apply spray buffing wax and spray buff all V.C. Tile, brick paver, terrazzo, vinyl sheeting floors and other hard surface floor nightly excluding only private offices, classrooms and exam rooms. (All floors, including daycare areas, Senior citizen areas, W.I.C. areas, auditoriums, multi-purpose room floors, gym floors, waiting areas, lobbies, hallways, corridors, laboratory hallways, vending areas and building entrances floors.) Excluding private offices, classrooms, and exam rooms that contain V. C. tile) Use of Treated Dust Mop In Lieu of Spray Buffing Is Not Acceptable.
- 6.11 Sweep all exterior landings at main entrances damp mop and take all necessary action, to remove stains, sports, dirt, etc. Also clean entrance mats as needed.
- 6.12 Wash and polish all restrooms, shower, and locker, mirrors, power shelves, bright work, dispensers, ceramic wall tile, etc.
- 6.13 Clean and sanitize with disinfectant all restrooms, shower room, and locker rooms plumbing fixtures, floors, walls and partitions. Toilets, lavatories, urinals, walls, and floors to be kept disinfected and kept free of scale and mildew. Wash and sanitize top and underside of toilet seats and benches.
- 6.14 Refill soap dispensers, towel holders, seat cover and tissue containers and holders.
- 6.15 Clean and wipe with disinfectant toilet partitions and counters and walls around washbasins. Sweep, damp mop with disinfectant and take all necessary action to remove dirt, stains, and spots from restroom floors.
- 6.16 Mop, scrub and sanitize with disinfectant all restrooms and shower room floors nightly.

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- 6.17 Clean upholstery to remove any spots or stains by using upholstery cleaning if necessary for all upholstery.
- 6.18 All desk accessories shall be dusted and returned to their proper place.
- 6.19 Stair landings, step and all corners shall be swept.
- 6.20 Sweep, damp mop and scrub as necessary to remove scuffmarks, stains, spots, dirt, etc., from pool deck at Metropolitan Multi-Service Center.
- 6.21 Wash inside and out glass windows in the entrance and vestibules. All glass shall be clean and free of streaks.

7.0 GENERAL CLEANING – ONE TIME PER WEEK

- 7.1 Vacuum upholstery and clean with upholstery cleaning machine throughout buildings. As needed.
- 7.2 Wash all door glass, sidelights, miscellaneous interior glass, and exterior wall glass. Use ladder where necessary ladders to be provided by the contractor. The exterior glass on only single story buildings needs to be washed.
- 7.3 Clean and dust baseboards.
- 7.4 Stair landings, steps and all corners shall be mopped and rinsed.
- 7.5 Sweeps, mop, machine scrub, hose down and sanitize pool deck at Metropolitan M.S.C.

8.0 GENERAL CLEANING – ONE TIME PER MONTH

- 8.1 Dust all cabinets, files, chair rails, paneling, windowsills, trim and baseboards.
- 8.2 Dust picture frames and wash picture glass.
- 8.3 Machines scrub to remove all dirt, rinse, apply wax (2 coats) and buff all V.C. tile floors, vinyl sheet covering floors, ceramic tile floors, and brick paver floors and traffic worn areas Machine scrub ceramic floors using grout hog scrubber as necessary to remove all dirt and build-up from grout joints. (All floors, including daycare areas, Senior citizen areas, W.I.C. areas, classrooms, conference rooms, auditoriums, gum floors. Waiting areas, lobbies, hallways, corridors and private offices, exam rooms, restrooms, shower rooms, locker rooms, kitchens, vending areas and laboratory floors.) Clean, rinse and bring to acceptable luster all ceramic wall tiles in all the bathrooms every other month.
- 8.4 Dust exterior of lighting fixtures and air conditioning grills throughout facilities. Use ladders and pole extenders as necessary. Ladder and pole extenders to be provided by contractor quarterly.
- 8.5 Dust and spot clean where necessary all vertical surfaces such as walls, work stations partition, louvers, and surfaces not reached in nightly or weekly cleaning.
- 8.6 All carpeted floors in daycare areas and senior citizen areas shall be shampooed with proper shampooing equipment (not bonneting system) once per month. Should normal shampoo method fail to adequately clean carpet in these areas a steam extractor shall be used as needed.
- 8.7 Clean and dust baseboards monthly.

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9.0 GENERAL CLEANING – ONE TIME PER QUARTER

- 9.1 All carpeted floors excluding in private offices, senior citizen areas and daycares shall be shampooed with proper shampooing equipment and solution once per quarter. Should normal cleaning fail to adequately clean carpet in areas a stream extractor shall be used as needed. (All carpet floors including W.I.C. areas, classrooms, conference rooms, auditoriums, waiting areas lobbies, hallways and corridors) annually as needed.
- 9.2 All V.C. tile, vinyl, sheet covering, floor ceramic tile, brick paver, and other hard surfaced floors shall be completely stripped and re-waxed with four (4) finish coats of wax a minimum of four (4) times per year. Machine scrubs all ceramic tile restrooms and shower room floors using grout hog as necessary to remove all dirt and build up from grout joints. Restroom, shower room and locker room floors to receive two (2) coats of sealer. (All floors, including daycare areas, Senior Citizen areas, W.I.C. areas, classrooms, conference rooms, auditoriums, gym floors, waiting areas, lobbies, hallways, corridors, private offices, exam rooms, restrooms, shower rooms, locker rooms, kitchens, vending areas and laboratory floors.)
- 9.3 Wash all vertical, interior partition glass, including glass on exterior walls spot clean as needed. Use ladder where necessary. Ladders or lifts to be provided by contractor.
- 9.4 Wash desk floor mats quarterly.
- 9.5 Clean and dust Venetian blinds where installed. Use ladder where necessary ladders to be provided by contractor quarterly

10.0 GENERAL CLEANING – TWO TIMES PER YEAR

- 10.1 All carpet in private offices and work areas shall be shampooed using proper shampooing equipment and solution semi-annually. (Two times per year.) Should normal cleaning fail to adequately clean carpet in these areas a stream extractor shall be used as needed.
- 10.2 High cleaning shall be done twice a year. High cleaning consists of dusting and cleaning of exposed pipes and conduits, light fixtures, and lamp, tops and under shelves of high files and other objects high enough to require a ladder. High cleaning is to include the thorough cleaning of all return and supply air diffusers. Diffusers are to be wiped, scrubbed and cleaned as necessary to remove all signs of cake on dust, dirt, or deposits. High cleaning is performed defined as a height between eight (8) feet and twenty (20) feet.

11.0 EXTERIOR SITE

- 11.1 Contractor shall provide the following specific exterior site cleaning services:
- 11.1.1 All paved parking lots and driveways shall be power washed annually, as requested per fee scheduled.
- 11.1.2 All paved sidewalks, curbs, drains and ground-level gutters shall be inspected daily to check for debris and completely swept weekly. Occasional sweeping, as needed, shall be provided between weekly general sweepings to remove debris such as leaves or papers which may collect in corners or against curbs. Contractor shall empty all exterior trash receptacles daily and cleaned with disinfectant cleaners, soap and water as needed to maintain sanitary conditions. (Any large "dumpsters" on site are not subject to these terms.). Sidewalks, curbs, drains and ground-level gutters shall be washed with water, using a high pressure spray, when necessary

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or requested by the Building Superintendent to remove accumulated debris, mud or other substances which may accumulate on paved surfaces. Contractor shall "power vacuum" the exterior of the site once per quarter. Power vacuum shall mean that the Contractor use a truck mounted vacuum device to sweep the entire exterior site. Including ground level gutters, driveways, curbs, and sally port entrance and exit.

11.1.3 Papers and other extraneous debris from all exterior areas shall be collected, bagged, and removed to the loading docks, gasoline islands or dumpsters on site daily.

11.1.4 Contractor shall quarterly, as needed, or as requested by the Building Superintendent, remove stains, such as automotive fluids, or other unsightly markings from paved surfaces of the parking garage entrance, sidewalks, curbs, drains and ground-level gutters to maintain a neat, clean appearance at all times.). Cleaning agents or methods used for this purpose shall have prior approval from the Building Superintendent. Exterior terrazzo at the entrances to the buildings' lobbies and on the sidewalk immediately in front of the buildings shall be swept daily, hosed and/or wet mopped weekly and high-pressure spray cleaned monthly or as needed.

11.1.5 The Contractor shall furnish necessary manpower, tools, supplies, equipment and vehicles as required to remove snow an/or ice. Remove snow and ice from all entrance steps and landings, sidewalks, vehicular courts, parking areas and approaches before the building occupants report for work and on a continuous basis thereafter. Chemicals and/or sand shall be used to reduce safety hazards due to ice and/or snow; at no cost to the City

12.0 WASTE DISPOSAL

12.1 The City of Houston shall be responsible for providing a Dumpster at each facility for waste disposal. The Contractor shall be responsible for bagging all trash generated in the building during the course of normal operations. The Contractor shall dispose of all bagged trash, excluding medical waste, at trash collection areas.

13.0 WORKMANSHIP AND INSPECTIONS

13.1 All cleaning work is to be performed in a first class workmanship manner in conformance with and to the satisfaction of the City's representative. The Contractor shall employ necessary supervisors to visit all facilities nightly who shall be in attendance during the conduct of work. The Company Representative must be able to speak, understand, read and write English language. The number of supervisors required would be a minimum of four (4) divided into four (4) quadrants throughout the City of Houston. Each supervisor to report to a company representative.

13.2 The Contractor shall provide the General Services Department with an advance six month schedule outlining all up coming monthly, quarterly and semi-annual work scheduled for each facility. One copy of each building schedule is to be forwarded to the District Facility Administrator. Contractor's employees shall be required to sign in and out of all Facilities. A copy of the sign in and out sheet shall be provided to the District Facility Administrator on a monthly basis.

13.3 The Contractor shall develop a Quality control form and cleaning frequency schedule from acceptable to the city and shall perform daily inspection utilizing these forms. It is required that all deficiencies revealed by the above inspection or by other source be corrected the same day reported or noted. The Contractor shall furnish the City copies of the daily inspection reports. In addition contractor to maintain a daily log book at all facilities for two-way communication between the administrator and the contractor.

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14.0 WORK ITEMS

14.1 The Contractor shall perform the following work items:

14.1.1 Areas to be serviced includes but are not necessarily limited to stairs, elevators, restrooms, shower rooms, locker rooms, laboratories, occupied office space, lobbies, corridors, hallways, conference rooms, computer rooms, reception areas, W.I.C areas, daycare areas, Senior Citizen Areas, classrooms, conference rooms, auditoriums, kitchens, kitchenettes, break rooms and other areas within the building.

14.1.2 Areas to be excluded from service are electrical and telephone closets pipe space, air plenums, mechanical equipment rooms and storage rooms.

15.0 LOW – LEVEL DISINFECTING

15.1 Contractor shall use chemicals that are EPA – Registered “Hospital Disinfectants” (no claim on label for Tuberculocidal activity). These chemicals will be used for routine janitorial services or removal of soiling when there is no visible blood. The chemicals used should be able to destroy some viruses, most bacteria, and some fungi.

16.0 EMERGENCY FLOOR CARE

16.1 Emergency clean up of floors shall include, but are not limited to carpet, v.c.. Tile, brick, pavers, ceramic tile, terrazzo or vinyl sheeting floors. The cost may be based on a square footage basis, inclusive of labor and materials. Emergency is described as overflow from bathrooms, roof leaks, and busted water pipes.

17.0 LOTIONIZED HAND SOAP

17.1 Shall consist of alcohol sulfates, emollients and foam stabilizers with a non-irritating PH of 7 or less. The soap shall be capable of removing soil in hot, cold. Soft, or hard water and rinseable with a pleasant fragrance. Contractor shall provide lotionized hand soap. It shall be packaged in hermetically sealed, disposable, and collapsible pouches.

17.2 Special Notation: Contractor is to provide a clinically germ free lotionized hand soap to the Health and Human Services Department Facilities, through the use of wall mount dispensers at various work stations. Soap supplied in clinical laboratory areas shall be germicidal in content.

18.0 DISPENSER

18.1 The Contractor is to check and refill all built-in counters mounted soap dispenser’s at least two (2) times daily. Dispensers shall consist of durable high impact plastic with a one-way valve to prevent passage of ambient air and bacteria, and a non-drip, non-clogging nozzle. Dispensers must be installed with Mechanical fasteners and have a hidden locking mechanism to discourage vandalism. Dispensers shall be compatible with the disposable pouches described above. If any dispenser becomes broken or inoperable under normal conditions during the contract term, the contractor must provide a new one at no cost to the City. Dispensers shall be installed and maintained by the contractor. The dispensers shall become the property of the City at the end of the contract term. For a facility that does not have day porter service, but has nightly cleaning service, the soap dispensers need to be refilled at night and that facility that has a day porter the soap dispensers need to be refilled at night as well as twice during the day.

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18.2 Contractor shall be responsible for providing the same type of soap dispensers at that location where dispenser's replacement, due to phase out of old Contractor is needed.

19.0 PERIODIC GENERAL CLEANING

19.1 All ceiling recessed and mounted light fixture lens and return air slots shall be cleaned quarterly, as needed, or upon request of the Facility Manager.

19.2 All draperies, mini blinds or other window coverings shall be vacuumed and/or wiped with a clean or treated cloth once every quarter. All dust is to be removed from both sides as needed or upon request of the Building Superintendent.

19.3 Any and all upholstered surfaces, such as chairs and panels shall be vacuumed weekly and spot cleaned as needed or upon request by the Building Superintendent.

19.4 Any vinyl wall coverings shall be dusted monthly, as needed, or upon request of the Building S Superintendent.

19.5 All baseboards shall be cleaned monthly, as needed, or upon request of the Facility Manager.

19.6 Dust or vacuum surfaces above approximately 70" from the floor monthly, as needed, or upon request by the Facility Manager. Where glass is present the interior side shall be clean and free of streaks.

19.7 Wash inside and out glass windows in the entrances and vestibules of the facility quarterly, as needed, or upon request by the Facility Manager. All glass shall be clean and free of oil, grease, dirt, and grime. Surrounding area shall be wiped free of drippings and other watermarks.

19.8 All air supply and return grills shall be thoroughly cleaned quarterly, as needed, or upon request by the Facility Manager.

20.0 ELEVATOR CLEANING (WHERE APPLICABLE)

20.1 Floor covering shall be vacuumed and/or dusted and damp mopped daily.

20.2 Exterior and interior sides of doors and trim shall be dusted daily and polished monthly.

20.3 Cabs shall be damp wiped daily and washed as needed.

20.4 Control and dispatch panels shall be dusted and polished daily to remove smudges, fingerprints or other foreign matter.

20.5 Elevator thresholds shall be cleaned daily and polished monthly.

21.0 DETENTION AREA (WHERE APPLICABLE)

21.1 Cell cleaning (including all cells, dayroom areas and space being utilized by prisoners.) All waste generated in the jail shall be collected and removed to the loading dock or dumpsters on site daily.

21.2 Fixtures shall be clean and bright, there shall be no obvious dust, stains, or encrustation. Mirrors shall be clean and free of obvious spots or streaks. All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots. Corners, crevices, moldings and ledges shall be free of obvious dust, smudges or spots. Glass shall be clean and free of dust, smudges or spots.

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- 21.3 All wash basins, commodes and/or urinals shall be cleaned daily with an approved disinfectant.
- 21.4 Wastebaskets shall be maintained free of debris and residue.
- 21.5 Detention areas shall be defined as but not limited to, all Recalcitrant cells (padded), Detoxification, Juvenile, Day Rooms, Individual cells, holding cells, DWI, Staging Areas, Isolation, and Police Staffing. All Detoxification, Recalcitrant, Holding and Isolation cells shall be disinfected at a minimum once per shift or as needed with approved chemical. Contractor is responsible for supplying enough personnel to sufficiently maintain and disinfect all jail areas including juvenile cells. It is the Contractor's responsibility for training and educating its or her personnel working in this type of facility.
- 21.6 All cells, day rooms and areas where prisoners are continuously housed will be pressured washed with a disinfectant weekly.

22.0 STORAGE SPACE AREAS

- 22.1 Floors shall be clean and free of trash and foreign substances. No dirt shall be left in corners, under furniture or behind doors.

23.0 SALLY PORT

- 23.1 All areas shall be free of trash and other discarded materials.

24.0 PENALTIES FOR NON-PERFORMANCE

- 24.1 On monthly payment on Invoices will apply for non-performance on the following categories Deduction determined by the center administrators.
- 24.1.1 For missing a general cleaning at night the amount will be the monthly charge for that facility under Exhibit "B1" fee schedule divided by the number of cleaning nights during that month. The result will be multiplied by the number of missed night. For example, If the monthly charge is \$600.00, one missed night and the number of cleaning days are 20 than the amount of deduction will be $600 \div 20 \times 1 = \$30.00$.
- 24.1.2 For missing a floor care scheduled shampooing, strip, wax, and buffing will be the monthly charge for that facility under Exhibit "B1" fee scheduled divided by the of cleanable square feet for that facility. The result will be multiplied by 50% of cleanable square feet. For example, the monthly charge is \$1000.00, 10,000 square feet cleanable surface and area missed is 10,000 square feet than the amount of deduction will be $(1000 \div 10,000) 5000 = \500.00 .
- 24.1.3 For missing air –conditioning diffusers and light fixtures on a scheduled cleaning will be the monthly charge for that facility under Exhibit "B1" fee scheduled divided by the number of diffusers and light fixtures. The number of diffusers and light fixtures missed will multiply the result. For example, the monthly charge is \$1000.00, there are a total of 1000 air diffusers and light fixtures and the number of diffusers and fixtures missed are 500 than the amount of deduction will be $(1000 \div 1000) 500 = \$500$.
- 24.1.4 For an overall unsatisfactory performance throughout the month as indicated by the monthly inspection sheet on the restrooms a flat rate of deduction in the amount of \$25 per bathroom will be applied. For example, there are 10 bathrooms in the facility and the monthly charge under Exhibit "B1" fee scheduled is \$1000.00 than the amount of deduction will be $25 \times 10 = \$250$. The

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contractor will only collect \$1000.00-\$250.00= \$750.00.

- 24.1.5 For an overall unsatisfactory performance on floor care such as hard surface floor 40% deduction of the monthly charge under Exhibit "B1" fee scheduled will apply. For example, if the monthly charge is \$1000.00 than the deduction is \$400.00.
- 24.1.6 For an overall unsatisfactory performance on floor care such as vinyl floor 40% deduction of the monthly charge under Exhibit "B1" fee schedule will apply. For example, if the monthly charge is \$1000.00 than the deduction is \$400.00.
- 24.1.7 For an overall unsatisfactory performance on the floor care such as carpet 40% deduction of the monthly charge under Exhibit "B1" fee scheduled will apply. For example, if the monthly charge is \$1000.00 than the deduction is \$400.00.
- 24.1.8 An unsatisfactory rating on emptying trashcans will carry a deduction of 40% of the monthly charge under Exhibit "B1" fee scheduled. For example, if the monthly charge is \$1000.00 than the deduction is \$400.00.
- 24.1.9 An unsatisfactory rating on the cleanliness of water fountains will carry a deduction of 40% of the monthly charge under Exhibit "B1" fee scheduled. For example, if the monthly charge is \$1000.00 than the deduction is \$400.

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FACILITY DESCRIPTIONS WITH FULL CREW REQUIREMENTS

25.0 POLICE HEADQUARTERS, 1200 Travis, Houston, Texas 77002

25.1 The Police Headquarters is a 26-story building with several areas operating 24 hours a day located at 1200 Travis, Houston, TX 77002. There is an 11 story, 400,000 square feet parking garage. Approximate staffing of police department personnel shall be about 1,800 on day shift and 300 to 500 on evening shift Monday-Friday, 200 to 300 all shifts on weekends.

25.2 Building Information

Main Building Approximately 393,000 square ft. of useable, occupied
Carpet Area - 320,000 sq. ft.
VCT Tile – 63,000 sq. ft.
Sheet Vinyl – 13,000 sq. ft.
12 Elevators
99 Restrooms
Kitchen/Breakrooms
Health Maintenance Facility (GYM with exercise equipment, locker rooms, sauna, and showers)

NOTE: Exclusions - Floors 15, 16 and 18 excluded from contract.

Hours of Operation

Day Shift 7:30 p.m. to 4:30 p.m.
Evening Shift 5:00 p.m. to 10:00 p.m.
Sat/Sun Shift 7:30 a.m. to 4:30 p.m.

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, including HOLIDAYS.

26.0 MORRISON POLICE ACADEMY, 17000 Aldine Westfield Road, Houston, Texas 77073

26.1 The Morrison Police Academy is a 12-hour a day facility located at 17000 Aldine Westfield Road, Houston, TX 77073. The complex includes eight (8) buildings on approximately seventy (70) acres. There is an estimated 25,000 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing shall be about 250 police department personnel.

26.2 RECOMMENDATIONS

26.2.1 The janitorial service should make a determination of whether or not employees are exposed to lead above the Permissible Exposure Limit of 50 ug/m³ or the Action Level of 30 ug/m³ working in the shooting range. If exposures above the either of these limits are determined to occur the janitorial service should implement a program that is in full compliance with 29 CFR 1910.1025.

26.2.2 If exposures are below the Action Level the janitorial service should comply with the following:

- 26.2.2.1 Restrict employees from drinking beverages, eating food and snacks, using all forms of tobacco, and application of cosmetics, hand lotions, etc. while working in the shooting range, shooting range control room, and gun cleaning room;
- 26.2.2.2 Require the use of disposable shoe covers and gloves for all personnel working in the shooting range;

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- 26.2.2.3 Require that employees wash their hands before exiting the shooting range and immediately upon exiting the shooting range control room and gun cleaning room.
- 26.2.2.4 If it is decided to retain the carpet in the shooting range the janitorial service should use a HEPA filtered vacuum cleaner for the carpet;
- 26.2.2.5 Wet mop the concrete floor and wet wipe surface areas with a 5% solution of Trisodium Phosphate (TSP);

26.2.3 Provide lead awareness training that includes the following as a minimum:

- 26.2.3.1 The content of the lead standard and Appendices A and B of 29 CFR 1910.1025;
- 26.2.3.2 The specific nature of the operations that could result in exposure to lead above the action level;
- 26.2.3.3 The health affects associated with exposure to lead;
- 26.2.3.4 Engineering controls, personal protective equipment, and work practices and procedures used to minimize lead exposure.

Pistol Range Trailer	Approximately 4,526 square ft. Restrooms facilities – 2
Driving Training Building	Approximately 1,280 square ft. Restrooms facilities - 2
Outdoor Weapons Range	Approximately 1,600 square ft. Restrooms facilities - 1
Vehicle Maintenance Building	Approximately 180 square ft., 2 floors Restrooms facilities - 1

26.3 Building Information

Administration Building	Approximately 7,436 square ft. Restrooms facilities – 3
Video/Museum	Approximately 18,240 square ft., 2 floors Restrooms facilities - 6
Gymnasium	Approximately 21,275 square ft. 2/lockerrooms
Academic	Approximately 45,425 square ft., 2 floors Elevator - 1 Restrooms facilities – 4
Indoor Pistol Range	Approximately 3,820 square ft. Restrooms facilities – 2 Restrooms facilities – 4

26.4 Hours of Operation

Monday thru Friday	
Day Shift	7:00 p.m. to 5:00 p.m.
Evening Shift	4:00 p.m. to 12:00 a.m.

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27.0 CLEAR LAKE POLICE STATION, 2855 Bay Area Boulevard, Houston, Texas 77062

27.1 The Clear Lake Police Station is a 24-hour facility located at the complex includes two (2) buildings on approximately six (6) acres. There is an estimated 68,886 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing shall be about 147 police department personnel.

27.2 Building Information

Main Building	Approximately 12,017 square ft of useable, occupied area Police Area - 10,985 sq. ft. Detention (Jail) Area – 792 sq. ft. Municipal Courts Area – 240 sq. ft. Restrooms facilities – 4 Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers) Holding Cells 3 with toilet/wash basin
Vehicle Maintenance	Approximately 293 square ft Restrooms facilities – 1

27.3 Hours of Operation

Monday thru Friday	
Day Shift	10:00 a.m. to 4:00 p.m.
Sat/Sun.	4 hours

Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

28.0 NORTHEAST POLICE STATION, 8301 Ley Road, Houston, Texas 77025

28.1 The Northeast Police Station is a 24-hour facility located at the complex includes two (2) buildings on approximately fifteen (15) acres. There is an estimated 300,000 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing shall be about 250 police department personnel.

28.2 Building Information

Main Building	Approximately 300,000 square ft of useable, occupied area Police Area - 22,000 sq. ft. Detention (Jail) Area – 700 sq. ft. Restrooms facilities – 5 Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers) Holding Cells 7 with toilet/wash basin
Vehicle Maintenance	Approximately 300 square ft Restrooms facilities – 1

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28.3 Hours of Operation

Monday thru Friday

Day Shift 10:00 a.m. to 4:00 p.m.

Sat/Sun. 4 hours

Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

29.0 STRINGFELLOW SOUTH POLICE STATION, 8300 Mykawa, Houston, Texas 77048

29.1 The Edward J. Stringfellow South Police Station is a 24-hour The complex includes two (2) buildings on approximately twenty-four (24) acres. There is an estimated 325,000 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing shall be about 250 to 300 police department personnel.

29.2 Building Information

Main Building Building 1: Approximately TBD square ft of useable, occupied area
Police Area - 162,000 sq. ft.
Detention (Jail) Area – 48,780 sq. ft.
Municipal Courts – 13,000 square ft.
Restrooms facilities – 44
Elevators - 4
Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers)
Holding Cells 30 with toilet/wash basin

Vehicle Approximately 140 square ft

Maintenance Restrooms facilities – 1

29.3 Hours of Operation

Monday thru Friday

Day Shift 7:00 a.m. to 4:00 p.m.

Evening Shift 4:00 p.m. to 12:00 a.m.

Graveyard 4 hours 12:00 a.m. to 7:00 a.m

Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

30.0 WESTSIDE COMMAND STATION, 3203 S. Dairy Ashford, Houston, Texas 77082

30.1 The Westside Command Station is a 24-hour facility the complex includes three (3) buildings on approximately 2.3 acres. There is an estimated 350,000 square feet of paving which includes parking lots, driveways and other areas designated for vehicular traffic. There is also a central plant on the site containing 7,555 square feet. Approximate staffing shall be about 375 police department personnel.

30.2 Building Information

Building 1 Approximately 125,000 square ft of useable, occupied area
Police Area – 71,000 sq. ft.
Detention (Jail) Area – 4,000 sq. ft.
Municipal Courts Area – 8,000 sq. ft.
Restrooms facilities – 28
Elevators - 6

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Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers)
Holding Cells - 5 with toilet/wash basin; 1 without

Building 2 2 Story Building
Vehicle Service Building – 2,500 sq. ft.
Restrooms facilities – 1

Vehicle Maintenance Approximately 100 square ft
Restrooms facilities – 1

30.3 Hours of Operation

Day Shift 7:00 p.m. to 3:00 p.m.
Evening Shift 3:00 p.m. to 11:00 p.m.
Sat/Sun Shift 7:00 a.m. to 5:00 p.m.

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

31.0 NORTH POLICE STATION, 9455 W. Montgomery, Houston, Texas 77088

31.1 The North Police Station is a 24-hour facility The two (2) story building is approximately seventeen (17) acres. There is an estimated 112,036 square feet of office space and paving which includes parking lots, driveways and other areas designated for vehicular traffic. Approximate staffing shall be about 1,000 per a 24 hour period of police department personnel.

31.2 Building Information

Main Building Approximately 58,281 square ft of useable, occupied area
Floors - 2
Police Area – 81,211sq. ft
Detention (Jail) Area – 800sq. ft.
Restrooms facilities – 17
Elevators - 2
Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers)
Holding Cells 8 with toilet/wash basin

Building 2 9,742 Square ft.

Vehicle Maintenance 2,523 sq. ft.
Restrooms facilities – 1
Elevators - 1

31.3 Hours of Operation

Day Shift 7:00 p.m. to 4:00 p.m. (Monday thru Sunday)
Evening Shift 4:00 p.m. to 12:00 a.m. (Monday thru Friday)

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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32.0 NORTHWEST POLICE STATION, 6000 Teague, Houston, Texas 77041

32.1 The Northwest Police Station is a 24-hour facility. The complex includes one (1) building on approximately four (4) acres. There is an estimated 10,409 square feet of office space. Parking lots, driveways and other areas designated for vehicular traffic are approximately 61,874 square feet. Approximate staffing shall be about 200 per a 24-hour period of police department personnel.

32.2 Building Information

Floor Space Building 1- (1 Story) with approximately 8,268 square ft of useable, occupied area
Police Area – 5,593 square ft.
Detention (Jail) Area – 320 square ft.
Administration Trailer – 1,344 Square ft.
Restrooms facilities – 3
Health Maintenance Facility - (GYM with exercise equipment, locker rooms, saunas, steam rooms and showers)
Holding Cells 6 with toilet/wash basin

Vehicle Maintenance Approximately 164 square ft
Restrooms facilities – 1

32.3 Hours of Operation

Day Shift 7:00 p.m. to 4:00 p.m. (Monday thru Friday)

Evening Shift 4:00 p.m. to 12:00 a.m. (Monday thru Friday)

Sat/Sun Shift 8:00 a.m. to 12:00 p.m.

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

33.0 MAGNOLIA PARK POLICE STATION, 7525 Sherman, Houston, Texas 77011

33.1 The Magnolia Park also known as the Eastside Police station is a 24-hour facility. The complex is a one story building on a 5-acre lot. There is also an additional parking area of about one acre across the back street. There is an estimated 13,240 square feet of usable floor space and paved parking areas and drive ways. Approximate staffing during day shift is 50 police department personnel.

33.2 Building Information

33.2.1 Main Building 9,176 Square ft.
1 Story office building
Restrooms – 6
Floor covering – Carpet & Concrete

33.2.2 Gas Station

33.3 Hours of Operation

Day Shift 7:00 p.m. to 3:00 p.m. (Monday thru Sunday)

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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34.0 SOUTHWEST POLICE STATION, 4503 Beechnut, Houston, Texas 77096

34.1 The Southwest Police Station is 24 hour facility which includes a one story building and two trailers in a 5 acre lot. There are paved parking spaces and drive-ways and also a helicopter landing pad. Approximate staffing during day shift is 50 police department personnel.

34.2 Two (2) major areas of operation are as follows:

34.2.1 Main Building	9,176 Square ft. 1 Story office building Restrooms – 4 Floor covering - Carpet, Tile, & Concrete
Trailer #1 (IAD Trailer)	Restrooms – 1
Trailer #2	Restrooms – 2
34.2.2 Detention (Jail) Areas	Holding Cells 4

34.3 Level of Coverage - The contractor shall provide adequate levels of coverage to perform duties outline for this facility. Hours of operation are as follows.

Day Shift 7:00 p.m. to 3:00 p.m. (Monday thru Sunday)

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

35.0 BUSH IAH POLICE SUBSTATION, 3100 Terminal Road B, Houston, Texas

35.1 The Bush IAH Police Station is a 24-hour facility located at 3915, Houston, TX 77058.

The complex includes one (1) building located inside of the IAH. There is an estimated 14,000 square feet of paving. Approximate police department personnel staffing is 130, per 24 hour period.

35.2 Two (2) major areas of operation are as follows:

35.2.1 Main Building	11,356 Square ft. 1 Story office building Restrooms – 2 Floor covering - Carpet, Ceramic Tile, & Floor Tile
35.2.2 Detention (Jail) Areas	300 Square ft. Holding Cells 3 with toilet/wash basin

35.3 Level of Coverage - The contractor shall provide adequate levels of coverage to perform duties outline for this facility. Hours of operation are as follows.

Day Shift 7:00 p.m. to 3:00 p.m. (Monday thru Sunday)

Evening Shift 3:00 p.m. to 11:00 a.m. (Monday thru Sunday)

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

35.4 Evening shift duties shall include but not limited to maintaining all common area floors throughout the facility. Mainly high traffic areas i.e. Detention Lobby, Main Lobby. Other duties that may be performed during the evening shift may include emptying all exterior/interior trash receptacles. It shall

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37.3.1 Administration Building	21,386 2 story office building Elevators - 1 Restrooms – 4 Floor covering - Various
37.3.2 Parts, Ambulance & Light Duty Vehicles	1,574 Square Ft. 1 story building Restrooms – 1 Floor covering - Various
37.3.3 Offices & Fabrication	2,833 Square Ft. 1 story building Restrooms – 2 Floor covering – Various; 80% concrete
37.3.4 Body Shop	833 Square Ft. 1 story building Restrooms – 1 Floor covering – Various; 80% concrete
37.3.5 Building Maintenance & Radio Shop	5,424 Square Ft. 1 story building Restrooms – 2 Floor covering – Various;
37.3.6 Fuel Station	437 Square Ft. 1 story building Restrooms – 1 Floor covering – Various;
37.3.7 Guard Shack	120 Square Ft. 1 story building Floor covering – Various;
37.3.8 Systems Development E Building	2,055 Square Ft. 1 story building Floor covering – Various;
37.9	The contractor shall provide adequate Levels of coverage to provide service for the Evening (4:00 p.m. - 12:00 a.m.). These shifts are required 5 days per week.

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38.0 DHHS ADMINISTRATION BUILDING, 8000 N. Stadium, Houston, Texas

38.1 The DHHS Administration Building consists of Public and City personnel and Day shift duties include maintaining all common area floors throughout the building. Mainly high traffic area i.e. Main lobby, Corridors, rest rooms, elevators, Driveway in-front the building and around building property, Smoking area outside the building, and building stairwells. Confidential offices Director office, Deputy Director office, Personnel office, and Computer office area are to be done during the Day Shift.

38.2 Building Information

Main Building	128,507 square feet Eight (8)- story High rise office building Elevators - 4 Restrooms – 18 Floor covering various Estimated Capacity 600 employees
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Parking Garage	38,625 square feet Elevators – 1 two cashier offices Floor covering – Concrete; Vinyl in elevator
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38.3 Hours of Operation

Day Shift	8:00 a.m. to 5:00 p.m.
Evening Shift	4:00 p.m.-midnight
Graveyard	None

39.0 MUNICIPAL COURTS BUILDING, 1400 Lubbock, Houston, Texas

39.1 The Municipal Courts Building is a 24-hour facility located at 1400 Lubbock, Houston, Texas 77002. The complex is a Maine 3 story building with a usable basement; includes parking around the north and east perimeter of the building as well as a paid parking lot across the street from the main entrance on the south side of the building. On a daily basis, the Municipal Courts serve approximately 8,000 citizens.

39.2 The Municipal Courts Building consists of the following areas of operation:

- Municipal Courts Judicial
- Municipal Courts Administration
- Legal
- Community Service
- Finance & Administration
- Marshal's Division

Municipal Courts Building	104,000 square feet Consist a basement and 3 floors Elevators – 4 Restrooms – 25 Floor coverage various
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39.3 Level of Coverage - The contractor shall provide adequate levels of coverage to perform duties outline for this facility. Hours of operation are as follows.

Day Shift 7:00 p.m. to 3:00 p.m.
Evening Shift 3:00 p.m. to 11:00 p.m.
*** Graveyard** 11:00 p.m. to 7:00 a.m.

NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

* **Grave yard** shift duties shall include but not limited to maintaining all common area floors throughout the facility, mainly high traffic areas and courtrooms i.e. Hallways, Lobbies, Main Lobby, Stairwells, Elevator Lobbies, Break Areas and Entrances. Other duties that may be performed during the graveyard shift may include emptying all exterior/interior trash receptacles. It shall be the contractor's responsibility to insure that the number of its employees staffed during the night shift is a sufficient number to complete the tasks and to insure that the floors remain in first class condition

40.0 JESSE H. JONES LIBRARY, 500 McKinney Street Houston, TX 77002

40.1 Building Information

Main Building 228,169
7 stories
Elevators – 4
Restrooms facilities – 29
Floor coverage various

Hours of Operation: Various See Below

40.2 Staffing and Scheduling

Monday thru Friday Day - 4 Day Porters 10am-7pm
 Evening - 2 Day Porters 7am-10pm
 Night - Full Crew Service 10pm-6am
Friday Day - 2 Day Porters 10am-7pm
Saturday Day - 2 Day Porters 10am-5pm
 Day - 2 Day Porters 12pm-5pm,
Sunday Night - Full Crew Service 10pm-6am

41.0 UTILITY MAINTENANCE BRANCH FACILITIES

41.1 The Utility Maintenance Branch (UMB) consists of five (5) locations and provides services that include the repair of water and wastewater mains. The Contractor's staff shall include one Day Porter at each facility with the exclusion of the W.W. Technical Services facility. This facility shall be clean twice daily once in the AM and once in the PM. The schedule will be approved by the City's Property Manager

41.1.1 Southeast Quadrant - 2707 Dalton

Key Map location 535L
Facility Size 25,780 Sq. Ft
Hours of operation 6:00 am to 6:00 pm
Service Requirements Day Porter

41.1.2 Southwest Quadrant – 7107 Renwick

Key Map location 531E

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Facility Size 32,880 Sq. Ft
Hours of operation 24 hours – 7 days a week
Service Requirements Day Porter
The contractor shall provide weekend Janitorial Services to the Southwest Quadrant.
Two (2) hours in the AM each day shall be required to support the facility.

41.1.3 Northwest Quadrant – 5900 Teague

Key Map location 450A
Facility Size 30,251 Sq. Ft
Hours of operation 6:00 am to 6:00 pm
Service Requirements Day Porter

41.1.4 Northeast Quadrant – 718 & 802 E. Burress

Key Map location 453E
Facility Size 23,918 Sq. Ft
Hours of operation 6:00 am to 6:00 pm
Service Requirements Day Porter

41.1.5 W.W Technical Services – 100 Japhet Bldg. “A & E”

Key Map location 494L
Facility Size 25,780 Sq. Ft
Hours of operation 6:00 am to 6:00 pm
Service Requirements Once in the A.M. and once in the P.M.

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SECTION II. SCOPE OF WORK
SECTION B Part 2
SPECIFICATIONS FOR FACILITIES MAINTAINED
BY THE HOUSTON AIRPORT SYSTEM

1.0 GENERAL

1.1 The Contractor(s) agrees to provide Cleaning & Janitorial Services for Houston Airport as shown in Exhibit "B1". The Contractor shall furnish all management, supervisory, clerical, and administrative functions and furnish all labor, tools, equipment, materials, and supplies, except as provided herein as City-furnished, needed to perform the cleaning & janitorial services according to the provisions of the Agreement and referenced specifications, standards, manuals, and drawings.

2.1 SCOPE OF WORK

2.1 The contractor is responsible for the cleaning and janitorial services for the Houston Airport System at the following facilities:

George Bush Intercontinental Airport (IAH)

2.1.1	Airport Services Complex at 4500 Will Clayton Parkway and certain other remote facilities including, but not limited to the Operations (OPS) Building at 4775 Will Clayton, the OPS trailer (adjacent to the OPS Bldg)
2.1.2	Grounds Transportation at 5050 Wright Road
2.1.3	Technical Services Building at 18600 Lee Road
2.1.4	Taxi Lounge at 5051 Wright Road
2.1.5	Fitness Facility at 5050 Wright Road
2.1.6	One Stop Federal Inspection Station (FIS) Bldg at 19581 Lee Road
2.1.7	Administration Building – Main Distribution Frame (MDF) at 16930 John F Kenney Blvd.
2.1.8	Terminal A – Main Distribution Frame (MDF) at 2800 North Terminal Road
2.1.9	Terminal B - Main Distribution Frame (MDF) at 3100 North Terminal Road
2.1.10	Terminal C – Main Distribution Frame (MDF) at 3500 North Terminal Road
2.1.11	Terminal D – Main Distribution Frame (MDF) at 3700 North Terminal Road
2.1.12	Federal Inspection Station (FIS) - Main Distribution Frame (MDF) at 19581 Lee Road

Ellington Airport (EFD)

2.1.13	Administration Building #B510 located at 6100 Farley
2.1.14	Airfield & Grounds Facilities located at 6100 Farley Road; and other remote facilities including, but not limited to T-hangars.

William P. Hobby Airport (HOU)

2.1.15	Main Terminal – Main Distribution Frame (MDF) at 7800 Airport Blvd.
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The combined approximate square footages for these areas are noted in Exhibit "B1."

3.0 WORK SITE

3.1 The site of work is the Houston Airport Systems various locations. The areas to be serviced are located at George Bush Intercontinental Airport (IAH), Ellington AIRPORT (EFD) AND WILLIAM P. HOBBY AIRPORT (HOU).

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4.0 Contractor's Personnel

4.1 The Contractor shall furnish an adequate number of people skilled in all trades necessary to fulfill the requirement of the Agreement. At least one of the Contractor's employees at each facility shall be able to speak, read, and write the English language. The Contractor's personnel shall be neat in appearance and courteous in manner.

4.1.1 Project Manager

4.1.1.1 The Contractor shall designate a Project Manager, with at least three years of supervisory experience in the cleaning & janitorial trade, who shall be responsible for overall management and coordination of the Agreement. The Project Manager shall be available by means of a local or toll-free telephone number during normal working hours and shall act as the central point of contact with the City. When work under the Agreement is performed during other than normal working hours, an individual may be designated by the Contractor to act for the Project Manager. During the Contractor's Phase-In, the Contractor shall provide in writing to the City the address and a local or toll-free telephone number at which the Project Manager or their representative may be reached during all work shifts. The use of telephone recording and/or answering devices or services is NOT acceptable for this requirement.

4.1.2 Designating a Project Manager

4.1.2.1 The Contractor shall provide the name of the individual designated as Project Manager and evidence of the individual's experience to the City in writing during Contractor's Phase-In. The Contractor shall provide written notice to the City fourteen days prior to any subsequent change of project managers.

4.1.3 Duty Assignment

4.1.3.1 The Contractor shall, whenever possible, stabilize duty assignments so that the same person works in a particular area on a continual basis. The Contractor shall furnish current employee shift schedules in writing to the City along with the Contractor's Routine Work Schedule, including the employees' names and the area(s) in which they work.

4.1.4 Employee List

4.1.4.1 The Contractor shall provide a list of all Contractor employees to the City during Contractor's Phase-In. The list must state each employee's name and job title. The Contractor shall provide written notification to the City prior to changing employees.

4.1.5 Employee Identification

4.1.5.1 The Company name and employee name must be displayed on employees' uniforms in the chest area.

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4.1.6 Personnel Uniforms

4.1.6.1 The Contractor's personnel assigned to work under the Agreement shall wear appropriate uniforms and badges that will reflect positively on each facility and the Houston Airport System. The City has the right to approve the uniforms.

5.0 Training

5.1 The Contractor shall provide an employee training program covering the safe and proper use of cleaning & janitorial products and equipment, and all phases of the cleaning & janitorial services including individual job responsibilities detailed in the Agreement. The Contractor's training program must include initial training and refresher training. The Contractor shall update its training program to keep current with new procedures, products, equipment, and facilities from time to time. The Contractor shall keep accurate records of employee's initial and ongoing training. The Contractor shall provide training at its expense and no additional compensation will be provided by HAS.

6.0 Health and Safety Requirements

6.1 Regulatory Requirements

6.1.1 To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, the Contractor shall comply with 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time.

6.2 Safety Measures

6.2.1 Workers must be instructed in appropriate safety measures and must not place mops, brooms, machines, or other equipment in traffic lanes or other locations that could create safety hazards. Appropriate signs must be provided and placed by the Contractor to mark areas that are slippery or unsafe due to cleaning & janitorial work operations. Cleaning & Janitorial workers must yield to foot traffic.

6.3 Health and Safety

6.3.1 Health and Safety Precautions

The Contractor shall ensure the following health and safety measures are adhered to at all time: Cleaning personnel shall wear protective gloves when cleaning bathrooms and break rooms. Disposable gloves shall be disposed of and proper hand washing procedures must be followed after cleaning in each area to prevent cross-contamination. When non-disposable gloves are used, these must be properly washed and disinfected before used in another area to prevent cross-contamination.

- No unwrapped toilet paper is permitted in the restrooms unless it is properly installed in the toilet paper dispenser. Any rolls of paper left on the stall shelves/counter must be in original wrappers. No rolls of toilet paper are to be left on the floor.
- No bathroom products are to be stored in the bathrooms.
- Soap containers must be replaced when empty in a timely manner.
- Toilet seat cover dispensers must be refilled in timely manner.
- After cleaning toilet bowls and urinals, cleaning personnel must ensure no chemicals are left in the bowls and urinals. Toilet and urinals must be flushed

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after cleaning to ensure no chemicals are left behind that could splash upward and contact exposed skin.

- An adequate number of “caution wet floor” signs must be used instead of moving one or two around as crews clean a building. Signs must not be removed until floors are dry.
- Chemicals must be stored, mixed, and used in accordance with manufacturers’ recommended procedures.

6.3.2 **Stop-Work** The Contractor shall be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

6.3.3 **Damage Reports** In all instances where City property or equipment is damaged by the Contractor. An original damage report must be delivered to the City the next normal working day of occurrence, explaining the circumstances of the accident and the extent of damage. The Contractor shall bear all costs of repairing or replacing damaged property.

6.3.4 **Accident Reports** The Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City within one normal working day of occurrence. The Contractor shall cooperate with the Houston Airport Systems Safety Officer, providing written documentation and any information required for their records.

6.4 **Fire Regulations** The Contractor shall comply with City of Houston Fire Codes. The Contractor shall instruct its personnel on the fire regulation.

6.5 **Environmental Requirements** The Contractor shall comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions must be coordinated with the Houston Airport System’s Safety Officer.

7.0 PHYSICAL SECURITY OF WORK AREAS

7.1 The Contractor shall be responsible for security of all facilities, materials, and equipment utilized during the performance period. In case of forced entry or theft, the Contractor shall notify the City immediately and assist in the investigation.

7.1.1 Key Control

7.1.1.1 **Key Control Plan**. The Contractor may receive keys, furnished by the City, to allow access to facilities and areas with facilities. The Contractor shall establish and implement a Key Control Plan to ensure that all keys issued to the Contractor by the City are not lost or misplaced nor used by unauthorized personnel. The Contractor shall not duplicate, or cause to be duplicated, any key issued to the Contractor by the City. Work crew supervisors will be issued only one key per building. ***The Contractor shall provide a written Key Control Plan to the City during Contractor’s Phase-In. The***

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Plan must be updated annually or as changes occur and submitted to the City.
The Key Control Plan must be approved by HAS before the work commences.

7.1.1.2 Access Control The Contractor must prohibit the use of keys by any other persons other than Contractor's employees. The Contractor's employees working in a locked area shall also control the access to the area. Access will be authorized only to the Contractor or to City employees with proper identification.

7.1.1.3 Loss of Keys The Contractor shall report the loss of a key as soon as possible to the City, but no later than 10 a.m. the next working day after discover.

7.1.1.4 Key Replacement The Contractor shall reimburse the City for replacement of locks or re-keying as a result of Contractor losing key(s), In the event a master key is lost or duplicated, all locks and for that system will be replaced by the City and the Contractor shall pay the total cost for the system replacement.

7.1.1.5 Confidentiality The Contractor shall ensure that no lock combination is made available to unauthorized persons.

7.1.2 Building Security

7.1.2.1 Access to Secure Areas The Contractor's personnel will be escorted through areas that are secured under the requirements of 14CFR Parts 107 and 108 or any area that is otherwise locked. The Contractor shall coordinate access to secured areas with the City. The Contractor's employees identified on Contractor's employee roster, wearing identification badges, and complying with Airport security procedures will be allowed access to facilities. The Contractor's employees shall not allow the use of keys in their possession by any other person to gain access to locked rooms or areas; employees shall not open locked rooms or areas to permit entrance by persons other than Contractor's employees performing their duties. The Contractor's employees shall not leave any room(s) found locked left unattended during the cleaning process and Contractor's cleaning & janitorial personnel shall re-lock such room(s) after completion of cleaning duties.

7.1.2.2 Area Check-Out Upon completion of their duties, cleaning & janitorial personnel shall turn off all lights in unoccupied areas, unless otherwise directed by the City, and close doors.

8.0 Energy Conservation

8.1 The Contractor shall observe energy conservation policies established by the City. As a minimum, Contractor shall conserve electrical energy, water and heat/cooling by:

- Instructing personnel to conserve energy by turning off unneeded equipment and utilities (including electricity and water).
- Using lights only in areas where work is actually being performed.
- Allowing adjustment of mechanical equipment controls for heating, ventilation, and air conditioning systems only by authorized technicians.
- Turning off water faucets or valves after required usage has been accomplished.

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9.0 Items Not To Be Moved

9.1 Upon request by the Contractor, the City will show Contractor's Project Manager which items of City equipment are not to be moved, cleaned, or otherwise handled by cleaning & janitorial personnel, for example, copiers.

10.0 Emergency Response

10.1 Emergency operations may require immediate cleaning & janitorial personnel attention. In such cases the City may require the Contractor to divert its force, or such part as necessary, from normal duties to emergency operations in building areas covered by the Agreement. Upon completion of emergency work, Contractor's employees shall return to their assigned work and areas. These services will be at no additional cost to the City; however, the Contractor shall not be responsible for neglect of normal work that results from this action.

11.0 Fraud, Waste, and Abuse

11.1 The Contractor shall be responsible for maintaining proper conduct and good discipline within Contractor-occupied work areas. The Contractor's personnel shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct against the City observed during or in the performance of the Agreement.

12.0 Airport Security (Badging)

12.1 Background Check

12.1.1 All Contractor personnel performing Work under the Agreement will be required to have a 10-year Security background check. The Contractor shall provide, at its expense, Airport security-approved clearance for each individual assigned to perform service under the Agreement.

12.2 Clearance/Civil Penalties

12.2.1 Special clearances that may be required by the FAA or other federal agencies must be provided by Contractor at its expense. Any FAA civil penalties resulting from security violations by the Contractor's employees will be paid by the Contractor at its expense.

12.3 Badges

12.3.1 The Contractor shall obtain HAS security badges for its supervisors and the lead persons for each of its crews performing work at the Airports. Contractor personnel must wear an identification badge in the chest area at all times while on the Airport. Currently, the cost of such badges is \$45.00 per badge at IAH and HOU and \$6.00 at EFD. The cost of such badges is the responsibility of the Contractor, including replacements thereof. Personnel losing badges will be charged for replacement badges at the then current rate. The Project Manger shall attend HAS training so that they will be able to sponsor the contractor's employee badges.

12.4 Contractor Conformance

12.4.1 The Contractor shall conform to FAA and HAS security requirements even though the requirements and costs may change from time to time.

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12.5 Airport Customs Security Area Bond

12.5.1 The Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service. Please refer to Exhibit J.

EXAMPLE:	10 Employees	Bond Amount \$10,000.
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13.0 Public Relations

13.1 The Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airport, or at any City facility, except when requested to do so by the Director.

14.0 Phase-In

14.1 The Contractor shall be given up to a thirty (30) day Phase-In period to accomplish a smooth and successful transition of cleaning and janitorial services. The Contractor's Phase-In period begins upon receipt of a start phase-in notice from the City (such as not to be construed as an official Notice to Proceed, but being anticipatory of Phase-In only) and will last up to thirty (30) days preceding the receipt of Notice to Proceed.

14.1.1 **Contractor's Phase-In Responsibilities** During the Phase-In period, the Contractor must recruit and transfer personnel, train personnel, arrange for security badges, establish management procedures, set up records, ensure adequate equipment and supplies are in place for cleaning and janitorial operations, and otherwise prepare to provide cleaning and janitorial service in accordance with the terms of the Agreement. During the Phase-In period, the Contractor shall designate a Project Manager; develop an employee list; prepare a full project schedule detailing the responsibilities of assigned personnel; establish a key control plan; prepare a Contingency Plan for emergencies; create a Quality Control plan; produce a List of chemicals to be used and attach corresponding MSDS sheets; and develop an Inspection Checklist. The Contractor shall submit these to HAS for approval. The Contractor shall have no responsibilities for providing 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 cleaning and janitorial service responsibility. *Contractor shall not be paid for Phase-In.*

15.0 Phase Out

15.1 The Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide a safe and efficient Airport environment; 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 will need Phase-In training; and that the Contractor must cooperate in order to effect an orderly and efficient transition. Accordingly, the Contractor agrees to provide Phase-Out services for up to thirty (30) days prior to Agreement expiration to its successor contractor at no extra charge to the City. Phase-Out orientation comprises a maximum of thirty (30) working days, 8 hours per day. Orientation may include work procedures, record keeping, and reports. The Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-Out period. The 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 service herein. The Contractor agrees to disclose necessary

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personnel records and to allow its successor to conduct on-site interviews with its employees, provided the 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, statute, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

16.0 Pre-Performance Conference

16.1 The Contractor shall attend a pre-performance conference to be held at a HAS location. This conference will be held prior to commencement of any work under the Agreement. Items to be addressed include, but are not limited to, the following:

- Start-up, Phase-In and Performance schedules.
- Contract Administration.
- Facilities Utilization.
- Channels of Communication.
- Procedures to be used to ensure Agreement requirements are met.
- Plans and management procedures for logistical administration support of all functions (i.e. Contractor-furnished supplies and equipment).

17.0 Performance Evaluation Meetings

17.1 The Contractor's Project Manager shall meet with the City at least weekly during the first month of the Agreement and once per month thereafter at the discretion of the Director to discuss Contractor's performance. The City reserves the right to change the frequency of the meetings depending upon the quality of service provided by the Contractor. The Contractor shall prepare and distribute minutes of the meetings to all those who attend.

18.0 Contingencies

18.1 HAS must meet certain objectives of readiness for emergencies, natural disaster, and other contingencies and must react to such contingencies without delay. Such reaction may have an impact upon the Contractor's operation. In order to plan for such events, the Contractor shall prepare a Contingency Plan during Contractor's Phase-In showing in detail how Contractor shall act in the event of: Natural disasters such as a major storm, floods, high winds, etc. Labor dispute or strike by the Contractor personnel. The Plan must be updated on an annual basis or as changes occur and submitted to the City.

19.0 Quality Assurance (QA).

19.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review meetings, Contract Administration records detailing any late or defective service, customer complaints, and etc.

19.2 HAS maintains the right to conduct inspections of the cleaning & janitorial records and logs without prior notice to the Contractor. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.

19.3 All deficiencies identified through an inspection require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) business days of receipt of report.

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20.0 Quality Control (QC)

21.0 The Contractor shall develop and maintain a complete Quality Control plan to ensure the requirements of the Agreement are provided as specified. The Contractor's QC plan, at a minimum, must include a description of how each of the Work Standards specified in Part II Section 62.0 will be designed and accomplished. The Contractor shall provide the QC plan to the City in writing during the Contractor's Phase-In, and provide updates to the quality control plan five normal days prior to implementing any changes.

21.0 Monitoring

21.0 The Contractor's QC plan must describe specific monitoring techniques for all Agreement services. The QC plan must also describe an inspection system that covers all the services stated in the Cleaning & Janitorial Work Schedule. It must specify areas to be inspected on either a scheduled or non scheduled basis, how often inspections will be performed, and the position of the individual(s) who will perform each inspection. The plan must include a method of identifying and correcting deficiencies in the quality of service, before the service becomes unacceptable.

22.0 QC Inspection Sheets

22.1 The Contractor shall provide a copy of each Contractor Quality Control Inspection Sheet to the city at the beginning of each normal working day, for work that was performed and inspected the previous day or night. The Contractor shall maintain a file of all inspections conducted by the Contractor and the corrective actions taken. This file must be made available to the City immediately upon request.

23.0 QC Autonomy

23.1 The Contractor's quality control organization must be independent from any other divisional entity and have direct accountability only to the Contractor.

24.0 DEFINITIONS

24.1 **Customer Complaint Inspection** The City's unscheduled inspection of Contractor's work prompted by people receiving the service. The City may receive customer complaints about Contractor's performance or quality of service. The City may review the unsatisfactory performance, verify the Agreement requirement and provide the Contractor notification of deficiencies.

24.2 **Defect** Each instance of non-compliance with an Agreement requirement. A defect may be caused by either non-performance or poor performance. Each defect is subject to deductions.

24.3 **Detergent** Term referring to any cleaning agent chemically different from soap. Detergents include surfactants and may contain a variety of other ingredients such as builders, emulsifiers, corrosion inhibitors; suds control agents, enzymes, coloring agents, and fragrances.

24.4 **Disinfectant** Chemical used to kill disease-causing bacteria and/or viruses on various surfaces.

24.5 **Extraction** Method of carpet cleaning in which a cleaning solution is injected into the carpet and the soiled solutions quickly vacuumed back into the extraction machine.

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- 24.6 Material Safety Data Sheet (MSDS)** A document that chemical manufacturers supply with their products to describe the chemical's general properties, its hazards, and how to safely use, handle, and store the product.
- 24.7 Neutral Cleaner** Mild cleaning chemical that is neither highly acid nor alkali.
- 24.8 Quality Assurance (AQ)** Those actions taken by the City to determine that the services received meet the Agreement requirements. Quality Assurance Evaluators are City inspectors responsible for checking Contractor performance.
- 24.9 Quality Control (QC)** Those actions take by Contractor to ensure that the standards and requirements of the Contract are met.
- 24.10 Spot** A temporarily discolored, marked, soiled area or stain caused by a foreign substance presently or previously on the surface.
- 24.11 Units of Measure, Other Work/Services** Units of measure applicable to Other Work/Services cleaning and janitorial services are:

Service	Area
Dust, mop, sweep, and vacuum floors:	Area (SF) of non-carpeted floors, including stairwells.
Strip/seal/wax floors	Area (SF) of non-carpeted floors.
Shampoo and extract carpets:	Area (SF) of rugs, carpets and matting.
Wet vacuuming carpets and matting:	Area (SF)
Cleaning wall surfaces	Area (SF) of non-carpeted floors, including stairwells.
Wash window and other glass	Each complete installation (e.g., all glass in a window sash (interior), door display case or in a partition) is defined as one unit.
Clean vertical blinds	Each vertical blind is one unit.
Clean and polish furniture and fixtures:	Each piece of furniture or each fixture.
Clean Restroom:	Area (SF) inclusive of floors, partitions, walls, countertops, basins, mirrors, urinals, toilets, fixtures and stocking supplies.

- 24.13 Calculating Square Footage** The maintainable square footage (SF) is calculated from the inside dimensions of the rooms or spaces to be serviced.
- 24.14 Unscheduled Inspections** Unscheduled inspection is monitoring of selected work or an unscheduled basis as determined necessary by the City to assure a sufficient evaluation of the Contractor's performance.

25.0 ACRONYMS

- AQL - Acceptable Quality Level
- ADR - Agreement Discrepancy Report
- CID - Commercial Item Description
- FS - Federal Specification
- MSDS - Material Safety Data Sheet
- OSHA - Occupational Safety and Health Act
- QA - Quality Assurance
- QC - Quality Control

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SF - Square Feet or Square Footage

26.0 CITY FURNISHED PROPERTY AND SERVICES

26.1 Equipment and Supplies Storage Space

26.1.1 The City will provide a minimal amount of storage space for Contractor's use in Airport Services Complex facilities at 4500 Will Clayton Parkway, and in designated areas at EFD. The Contractor shall maintain these spaces in accordance with work standards specified in Section 60.0, (Specific Tasks). The Contractor shall take necessary precautions to prevent fire hazards, objectionable odors, and vermin. The Contractor shall be responsible for properly equipping and maintaining these spaces in accordance with safety, physical security, environmental, and fire regulations. Any other storage space required by Contractor must be provided by Contractor at its cost.

26.2 Storage of Combustible Materials

26.2.1 The Contractor shall store combustible materials as specified by the City Fire Code. Rags, mops, or brushes that contain residue or any material that may spontaneously combust must be stored outside the building in airtight metal containers or disposed of in a manner that meets all federal, state and City regulations.

27.0 CONTRACTOR FURNISHED PROPERTY

27.1 General

27.1.1 The Contractor shall furnish everything to perform all requirements of the Agreement, except that which is specified in Section 26.1 (Equipment and Supplies Storage Space). All Contractor furnished property and material must meet applicable federal, state, and City laws, codes, and regulations. The Contractor shall use only those Contractor furnished items that are determined to be satisfactory by the City in performance of the Agreement.

27.2 Contractor Furnished Equipment

27.2.1 The Contractor shall provide all equipment necessary for the performance of the Agreement including the following.

28.0 Maintenance Equipment

28.1 The Contractor's equipment must include, but is not limited to, vacuum cleaners, scrubbers, buffers, shampoo machines, extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, brushes. The Contractor's equipment must be removed from public areas when not in use. All Contractor equipment must be clean, properly maintained, and properly secured when not in use.

29.0 Protective and Safety Features

29.1 All equipment and tools must be used in such manners that will not scar or mark walls or other surfaces. Larger equipment and tools must be equipped with non-marking rubber, vinyl, or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment must be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards must be properly maintained. Equipment with improper bumpers or guards must be removed

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from service immediately. Damages caused by the Contractor's equipment must be repaired at no expense to the City. Electrical equipment must be equipped with non-marking, 3-conductor, grounded plug electrical cord.

30.0 Protective Equipment

30.1 The Contractor shall ensure that appropriate equipment, including any required safety equipment such as floor signs, temporary barricades, and stanchions is available on-site when needed. The Contractor's equipment must be removed from public areas when not in use. All Contractors equipment must be clean, properly maintained, and properly secured when not in use.

31.0 Protective Clothing and Gear

31.1 The Contractor shall provide employees with protection against safety and health hazards by furnishing them with all the protective equipment needed. Such equipment must be approved for the use intended by the National Institute for Occupational Safety and Health or the American National Standards Institute (ANSI). Areas that require the wearing of protective clothing or where protective equipment is necessary must be identified to employees during training and by the use of adequate signs.

32.0 Custodial Carts

32.1 The Contractor shall furnish all custodial carts.

33.0 Permits

33.1 The Contractor shall obtain all required licenses and permits for performance of work, in compliance with all applicable federal, state, and local laws.

34.0 Vehicles

34.1 The Contractor shall furnish vehicles needed for the transportation of personnel and materials used in the performance of the Agreement. All vehicles operated in support of the Agreement, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, must be properly registered, insured, licensed, and safety inspected in accordance with all applicable Federal, state, and local City requirements. All vehicles used by the Contractor must be maintained in a safe, serviceable, and clean condition.

35.0 Restricted Materials

35.1 The following items must not be used in performance of the Agreement.

- Ammonia
- Powdered Abrasive Cleanser
- Steel Wool (except for stripping wax)
- Material bearing an Interstate Commerce Commission Red Label

36.0 Chemicals

36.1 The Contractor shall use chemicals formulated for long-lasting superlative performance in severe service environments. Unless otherwise noted, product reference is S.C. Johnson Professional, or approved equals. A list of chemicals, intended use, MSDS sheet, applicable specifications, trade name, and manufacturer must be submitted to the City during the Contractor's Phase-In, with

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certifications that the chemicals meet or exceed the Agreement requirements. Chemicals must be stored and delivered to the jobs site in the original labeled containers. Labels must include the chemical name, instructions for use, and hazards. Standards for typical cleaning chemicals are listed below. The Contractor may use other chemicals when needed to meet the performance standards described in Section 60.0. The Contractor shall submit the same information to, and receive approval from the City, prior to substitution of chemicals use for work on the Agreement.

37.0 Neutral Detergent

37.1 The Contractor shall use an all-purpose liquid synthetic neutral detergent concentrate in various dilutions for the removal of soil from washable surfaces such as resilient floors, painted or covered walls, doors, and painted wood work, and synthetic surfaces such as wall coverings and vinyl upholstery. *Product reference is S.C. Johnson "stride Neutral cleaner," or equal.*

38.0 Germicidal Detergent

38.1 The Contractor shall use a sanitizer germicidal detergent concentrate in various dilutions for disinfecting rest rooms, locker rooms, drinking fountains, and food services areas. A quaternary ammonium germicidal detergent concentrate must be used. *Product reference is S.C. Johnson "Triad," or equal.*

39.0 Acid Type Bowl Cleaner

39.1 A phosphoric acid type bowl cleaner must be used in toilet bowls and urinals to remove scum, rust, and scale build-up caused by mineral deposits in the water. Cleaners of any type that contain hydrochloric (muriatic) acid must not be used by the Contractor. *Product reference is S.C. Johnson "Crew Toilet Bowl Cleaner," or equal.*

40.0 Lotion Type Cleaner

40.1 A cream or lotion type cleaner must be used to remove soil from washable walls, doors, furniture and fixtures whenever a solution of neutral detergent or germicidal detergent is not effective in removing the soil. *Product reference is S.C. Johnson "Crew Cream Cleaner," or equal.*

41.0 Stainless Steel Cleaner and Polish

41.1 The Contractor shall use a stainless steel cleaner and polish to remove dirt, grease, and film and leave a protective coating for metal furniture, fixtures, and anywhere else stainless steel is located. *Product reference is S.C. Johnson "Bright," or equal.*

42.0 Furniture Polish, FS P-P-553

42.1 The Contractor's Furniture polish must be used only on unsealed wood furniture or paneling and only to restore the natural moisture of the wood and not as a cleaner. *Product reference is S.C. Johnson "Shine Up," or equal.*

43.0 Water Based Degreaser

43.1 The Contractor shall use a water-based degreaser, if necessary, to remove petroleum based soils. However, the degreaser must not be used on floors that have been sealed or finished. *Product reference is S.C. Johnson "J-Shop Heavy Duty Industrial Cleaner," or equal.*

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44.0 Glass Cleaner

44.1 The Contractor's glass cleaner liquid must be suitable for use on glass and glass-mirror surfaces to produce a clean, bright, spot and streak-free surface. *Product reference is S.C. Johnson "Glance," or equal.*

45.0 Sweeping Compounds

45.1 When necessary to prevent visible clouds of dust, the Contractor shall use sweeping compounds before sweeping.

46.0 Metal-linked Polymer Floor Finish

46.1 A metal-linked polymer floor finish must be used on non-carpeted floors. The metal link polymer floor finish must be maintained by spray buffing the floor with a solution of fifty-percent each, floor finisher and water, or with a commercial spray-buff product. *Product reference is S.C. Johnson "Complete," or equal.*

47.0 Water Emulsion Concrete and Terrazzo Floor Seal

47.1 A Water emulsion concrete and terrazzo floor seal must be used to seal smooth concrete and to prepare terrazzo floor before applying a metal link polymer floor finish. The Contractor shall use a commercial-grade floor sealer for all non-resilient (terrazzo and concrete) floors under heavy foot traffic. The product must resist scuffing, heal marks, and detergents, and provide a smooth, receptive surface for application of all floor finishes. *Product reference is S.C. Johnson "Fortify," or equal.*

48.0 Floor Finish Remover

48.1 The Contractor's floor finish remover must be a concentrated liquid floor finish stripper with no-rinse feature. Floor finish remover must be a free-flowing liquid, formulated as to penetrate old and dirty metal-complexes polymer emulsion finishes permitting their subsequent removal by a mop or scrubbing machine. Floor finish remover must be suitable for use on, and not be harmful to, any type of hard, resilient flooring. *Products references are S.C. Johnson "Pro-Strip" or "Freedom," or equal.*

49.0 Spray Buff

49.1 The Contractor shall use a liquid spray buff product containing solvents, emulsifiers, wax, and polymers in conjunction with a floor machine and buffing pad to improve the appearance of worn finishes on floors. The spray buff product must produce a brilliant shine while removing scuffs, scratches, ground-in dirt, and heel marks. *Products reference is S.C. Johnson "Snapback," or equal*

50.0 Shampoo and Carpet extraction Cleaner Concentrate

50.1 The Contractor shall use a liquid shampoo and carpet extraction cleaner concentrate that contains detergents, optical brighteners, and corrosion inhibitors. The product must have low-foam properties and resist re-soiling. Product reference is S.C. Johnson "Rugbee Extractor," or equal.

51.0 Rug and Upholstery Cleaner

51.1 The Contractor's rug and upholstery cleaner must be a liquid cleaner that foams when applied, dries quickly without penetrating fabric, and requires no rinsing. Product must be designed for spot-cleaning rugs, carpets, and upholstery. *Product reference is "S.C. Johnson Carpet and Upholstery," or equal.*

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52.0 Read-to-Use Multi-Purpose Cleaners

52.1 The Contractor's multi-purpose cleaner must be a water-soluble product suitable for cleaning all types of washable surfaces without leaving streaks or smudges. Product reference is S.C. Johnson "Go Getter," or Lone Star Brush and Chemical Co. "Bandit," or equal.

53.0 Dust mops Treating Compound

53.1 The Contractor's dust mop treating compound must be an oil emulsion compound of use on mops and dust cloths to increase dust pickup. *Product reference is S.C. Johnson "Conq-R-dust," or equal.*

54.0 Gum Remover

54.1 The Contractor's gum remover product must be a non-flammable product for removal of chewing gum, tar, adhesive and other gummy substances from carpet, upholstery, wood, plastic, and vinyl. *Product reference is S.C. Johnson "Gum Remover," or equal.*

55.0 Air Freshener

55.1 The Contractor's air freshener product must be formulated to continually neutralize odors and freshen air in restrooms. Air Fresheners include dispensers, cartridges, batteries and any expendables. Fragrance(s) must be submitted for HAS approval. At the start date of the Agreement, existing dispenser will be Ozitape. *Product reference is "Ozitape," S.C. Johnson "Good Sense," or equal.*

56.0 Supplies

56.1 CITY-FURNISHED SUPPLIES The City will furnish the following materials to Contractor for the performance of the work.

- Toilet tissue
- Paper towels
- Trashcan liners.
- Trashcans (large and small)
- Trash dumpsters
- Soap for dispensers
- Toilet seat covers
- Feminine Hygiene Products

57.0 OBTAINING CITY-FURNISHED MATERIALS

57.1 The Contractor must arrange a mutually agreeable time to obtain supplies furnished by the City and must ensure that adequate supplies are maintained at work locations in order to ensure first-class performance of work.

58.0 Control of City-CITY FURNISHED MATERIALS

58.1 The City has the right to conduct inspections on all materials, supplies and incidentals furnished to the Contractor under the Agreement, and to inspect all records and logs regarding City-furnished materials without prior notice to the Contractor.

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59.0 Contractor-Furnished Supplies

59.1 The Contractor shall furnish all materials and cleaning supplies required to perform the work (except for City-furnished supplies specified in 56.1). Contractor-furnished supplies must meet specifications detailed in Section 56.0 Contractor-furnished supplies include, but are not limited to, the following:

- Soaps and detergents.
- Cleaning supplies and chemicals used on floors, walls, furniture, toilets, glass, brick tile, concrete, or any other building material.
- Floor care products including strippers, sealers, and waxes.
- Mops, brooms, mop buckets, rubber gloves, rags, wipes, sponges, brushes, scrubbing and buffing pads, pails, spray bottles, and scrapers.
- Germicides and fungicides.
- Paper products used in the cleaning process.
- Restroom air freshener.
- White ashtrays sand.

60.0 SPECIFIC TASKS

60.1 The Contractor shall provide cleaning and janitorial services described in the Agreement to buildings and facilities owned by the Houston Airport System. Cleaning and Janitorial services include both Basic Services and Other Work/Services.

61.0 Basic Services

61.1 The Contractor shall furnish all supervision, labor, equipment, tools, transportation, materials, and specified supplies and other incidentals as required providing cleaning & janitorial services for buildings and facilities listed in Exhibit "B1." The Contractor must provide service in accordance with Part II Section 62.0, Basic Services List/Frequency which details general task Part II Section 62.0 Work Standards.

61.1.1 The anticipated initial schedule for accomplishing the work is as follows in Exhibit B1. The Contractor shall provide service 52 weeks-per-year. Certain Basic Service tasks (i.e. carpet extraction, floor stripping and waxing) may be scheduled for performance on hours other than above as approved by HAS.

61.1.2 The contractor shall develop and provide service plans and schedules to cover all work to be performed for review and approval by the city during contractor's phase-in. The city reserves the right to designate specific cleaning times for those building areas whose occupants require cleaning & janitorial services be performed during a given time period. At any time during the term of the agreement, the city may give written notice of a change, addition, or deletion of the cleaning times specified. The Contractor shall adjust its service plans and schedules accordingly, and submit a revised schedule to the city within five normal working days after receiving notification from the city.

61.1.3 Basic Services List/Frequency. The Contractor shall perform each Basic Services work task at the following frequencies, as a minimum. Where the *Cleaning & Janitorial Work Schedule* Exhibit B1 indicates a task should be performed at a more frequent interval, the *Cleaning & Janitorial Work Schedule* must be followed.

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61.1.4 Perform one or more times each service day:

- Remove Trash
- Clean ash trays at building entrances
- Vacuum carpeted floors and rugs
- Sweep non-carpeted floors
- Clean and service rest rooms (includes locker rooms and showers were present)
- Clean and fill dispensers
- Cleans and service kitchens and coffee rooms
- Clean drinking fountains
- Clean entrances
- Clean marker boards
- Spot clean and spot mop
- Clean and restock custodial storage space and storerooms
- Thoroughly clean and sanitize sweat, grease, saliva etc. from fitness equipment

61.1.5 Perform weekly:

- Wet mop non-carpeted floors, Spray buff/restore vinyl asbestos tile
- Sweep and mop MDF Rooms
- Dust, up to 6' from the top of the floor surface

61.1.6 Perform Monthly:

- High dust walls.
- Burnish terrazzo restroom floors.
- Apply top coat to restroom floors.
- High dust restroom ceilings.

61.1.7 Perform Quarterly

- Clean and polish door frames.

61.1.8 Perform Semi-Annually

- Strip, seal, and wax floors
- Extract carpets (traffic areas)

61.1.9 Perform Annually

- Strip, seal, and wax floors
- Extract carpets
- High dust ceilings
- High dust walls

62.0 Work Standards

62.1 The Contractor shall perform each work task in accordance with the standards listed below.

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63.0 Maintain Carpeted Floor and Rugs

63.1 When maintaining carpets and rugs, the Contractor shall clean carpet, rugs, carpet runners, and carpet mats. The Contractor shall vacuum to remove most soil and surface dust. For spot cleaning procedures such as vacuum bonnet and dry foam methods when these will thoroughly remove all streaks, stains, and spots. *The Contractor shall clean spots as they are encountered and must not wait for HAS to point them out.* When spot cleaning methods are not sufficient or appropriate, the water extraction method must be used. Also, the Contractor must use the water extraction method after a carpet or rug has been dry foam cleaned three consecutive times. Aluminum disc or stiff, heavy neutral color or white paperboard must be placed under the legs of furniture or other equipment to avoid staining the carpet until the carpet is thoroughly dry. The Contractor shall remove all portable items (i.e. chairs, tables, and waste receptacles) prior to or during cleaning. The Contractor shall use anti-static chemicals in the complete process of cleaning carpets in rooms containing electronic equipment. All furnishings must be replaced to their original position upon completion.

64.0 Vacuuming

64.1 The Contractor shall vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, rubbers, in corners, abutments, baseboards, stairs steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. Carpeted floors and rugs include floor runners, area rugs, carpet entrance mats, and installed carpet. When gum, tar, or other foreign substance is encountered, an appropriate gum remover or spot cleaning method must be used. After they have been vacuumed, the carpeted floors and rugs must be freed of all detectable soil embedded grit, litter, and spots.

65.0 Vacuum Bonnet System for Carpets

65.1 The Contractor shall use the bonnet system for spot cleaning carpet as needed or as requested to maintain a clean, high level appearance. Pre-spotted soil is loosened by the rotary action of the rotary machine fitted with a brush and bonnet and soil is absorbed by the bonnet. After they have been spot cleaned with the vacuum bonnet method, the carpeted floors must be free of detectable soil and spots.

66.0 Dry Foam Carpets

66.1 The Contractor shall use the "Von Schrader" dry foam systems, or equal, to dry clean carpet as needed or as requested to maintain a clean, high level appearance. Dry foam tends to leave residual chemical in the carpet, as the foam is not as readily vacuumed up as the water in hot water extraction. Accordingly, the Contractor shall select only those chemicals that do not leave sticky or gummy residues and shall exercise care to remove residue from carpet when using this method. After they have been dry-foam cleaned, the carpeted floors must be free of detectable soil and spots.

67.0 Extraction

67.1 Water extraction cleaning of carpets consists of spot cleaning, vacuuming, operation of the water extraction equipment, and re-vacuuming of all carpet. Extraction must be done using equipment, materials, and chemicals specifically designed for water extraction cleaning. The water extraction equipment must be operated over the entire carpeted area. The instructions provided by the manufacturer of the equipment and the chemicals must be followed. After operating the equipment and allowing sufficient drying time, the carpet must be vacuumed following a pattern that will give the carpet pile a uniform appearance. Upon completion of water extraction cleaning, carpets must be free of litter, materials such as paper clips, and staples, soil, streaks, stains, spots, and embedded dirt; the pile must

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be uniform; all furnishings must be returned to their original positions. Note that certain carpeted areas may require extraction more frequently than others than office areas. The work must be accomplished as directed by HAS.

68.0 Non-Carpeted Floors

68.1 Sweep

68.1.1 The Contractor shall sweep all non-carpeted floors by removing all soil, including dust dirt, litter, gum, tar, and other substances, from all non-carpeted floor surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stairs steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. All floors, including areas beneath movable objects smaller than desks or filing cabinets, must be swept. The entire floor surface, including in corners and around wall projections, must be left clean and free of all soil, streaks, footprints and sports caused by spills.

68.2 Dust mop

68.2.1 The Contractor shall dust mop all non-carpeted floors accept stair steps and landings and other unsealed concrete floors or stone floors. The Contractor shall return to original positions all furniture and equipment moved during sweeping.

68.3 Machine Scrub

68.3.1 The Contractor shall machine scrub floor surfaces that have soiling which cannot be removed through wet mopping. The Contractor shall machine scrub floors, when required, using a neutral cleaner. Apply an appropriate cleaning solution to all areas of the floor. Allow this solution to remain on the floor for three or four minutes. Operate a floor machine over all accessible floor areas and areas that can be reached by moving furnishings. Manually scrub areas that are inaccessible with the machine. Remove the solution from the floor and rinse well with water. Care must be taken not to leave water or scrubbing solution on the floors longer than necessary to complete the cleaning. Dirty water must be picked up and the floor must be rinsed clean until it is free of all solution. Wet Floor signs must be place on the floor around the wet area to alert any persons in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue.

68.4 Spray Buff/Restore Vinyl Tile

68.4.1 The Contractor shall spray buff floors in accordance with the Cleaning & Janitorial Work Schedule. The Contractor shall spray buff all surfaces of vinyl tiled floors with a floor machine, accessories, and spray buff chemical. Before buffing, the floor must be swept; heel marks and other marks must be removed. The floor surface must be wet mopped and rinsed in accordance with paragraph 68.3.

68.4.2 The floor finish in the spray buff chemical must be the same type as that already on the floor. After buffing, the floor must be swept with a treated cotton mop. For difficult or stubborn areas, a small floor machine must be used or the surface worked by hand. Chairs and other readily moveable items must be moved. All spray buff solution must be removed from baseboards and furniture. Upon completion of spray buffing, the entire floor must have a uniform coating of floor finish and a uniform, glossy appearance; be free of scuff marks, heel marks, and stains; and all furnishings must be replaced in their original positions.

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68.5 Apply Top Coat

68.5.1 The Contractor shall apply top coat on terrazzo floors in accordance with the Cleaning & Janitorial Work Schedule to maintain the gloss and durability of the floor. Before applying the sealer to terrazzo floors, the floor must be burnished with a high-speed floor burnishes and a high-speed pad to remove dust, grit, scuff marks, and scratch marks.

68.5.2 The Contractor shall apply top coat on resilient floor surfaces in accordance with the Cleaning & Janitorial Work Schedule to maintain the gloss and durability of the floor. Before applying the wax to resilient floor surfaces, the floor must be spray buffed to remove dust, grit, scuff marks, and scratch marks.

68.6 Strip/Seal/Wax

68.6.1 The Contractor shall completely strip, seal, and wax the floors in accordance with the Cleaning & Janitorial Work Schedule, or when the floor becomes dull or unsightly. Stripping is the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of all non-fixed furnishings. Stripping also includes the complete removal of all marks, scuffs, and stains. The Contractor's stripping chemicals must comply with the specifications detailed in paragraph 36.0 for the type of finish and/or sealer being stripped, and must be used in accordance with the manufacturer's directions. All floor surfaces to which stripper has been applied must be thoroughly rinsed with clean water. If a mop is used to pip up the stripping solution, the area must be rinsed at least twice. No stripping solution shall remain on baseboards, cove moldings, doors, or other non-floor surfaces. The Contractor shall strip the floor with an auto scrubber and stripper to remove dirt and old build up wax. A liquid non-slip water emulsion type floor wax or floor finish must be used on all floor coverings cleaned according to specifications. *Non-slip properties of the floor finish are especially important in stairwell areas.* The wax must be applied to the floor surfaces with a clean cotton mop only after the floor surfaces have been thoroughly cleaned by mopping, scrubbing, or stripping has been done. Application of three (3) coats of wax and sealer is required. The application of excessive amounts of wax must be avoided and excessive build-up wax is not permitted. Sufficient wax must be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance. After the finish has dried, the reflectance must be uniform with no streaks or swirls visible. When inspection shows a wax build-up of wax or other deposits of foreign materials, or wax over dirt, the Contractor shall strip the surface clean and apply new wax. When inspections shows a wax buildup in corners, edges, or flashed on cove moldings or stainless steel kick plates, the Contractor shall remove the wax buildup. All furnishings must be replaced to original positions.

68.7 Wet Mop Non-carpeted Floors

68.7.1 The Contractor shall wet mop non-carpeted floors by applying a water/detergent solution to loosen and suspend soil, removing the soil, and rinsing the floor surface. Before mopping the Contractor shall sweep the entire floor surface and move all furniture smaller than desks or filing cabinets. The Contractor shall remove all soil and stains from the entire area including stairs. Rest rooms, kitchens, and coffee rooms must be wet mopped with germicidal detergent solution. Upon completion of wet mopping, the floor must have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There must be no splash marks or mop streaks on furniture, walls, or baseboards; nor mop strands remaining in the area. All expended cleaning solutions and materials must be properly disposed of in the appropriate location or receptacle without creating soiling. All furnishings must be replaced to original positions.

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68.8 Spot Mop

68.8.1 The Contractor shall remove gum, marks, and streaks from washable surfaces of carpeted and non-carpeted floors. The Contractor shall spot clean or mop to completely remove soil, spills, mud, footprints, fingerprints, and any other foreign substance that cannot be removed by sweeping or vacuuming. Upon completion of spot cleaning and spot mopping, all floor surfaces must be ready for vacuuming or sweeping in accordance with paragraphs 64.0.

68.9 Building Surfaces Maintenance

68.9.1 Building surfaces include interior and exterior doors, hardware, walls, partitions, trim, handrails, stair rails, balusters, baseboards, frames, windowsills, ledges, mirrors, grills, light fixtures, restroom fixtures, and other horizontal surfaces.

69.0 General Cleaning

69.1 The Contractor shall thoroughly clean, sanitize, and polish areas within designated facilities, including all washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, furniture, fixture, appliances, and fitness equipment. The Contractor shall employ appropriate cleaning techniques and use commercial-grade products and equipment to ensure a first-class professionally maintained appearance. The Contractor must use germicidal detergent in rest rooms, locker rooms, food areas, and drinking fountains. The Contractor must clean Plexiglas surfaces with a soft cloth and Plexiglas cleaner. The Contractor must clean and polish wood surfaces with a soft cloth and wood polish, using no water or detergents. Upon completion of general cleaning, all surfaces must be free from soil, smudges, fingerprints, gum, marks or streaks. *General Cleaning is not spot cleaning; rather, total surface areas within a building must be cleaned.*

69.2 Cleaning/disinfecting

69.2.1 Properly cleaned and disinfected doors, walls, partitions, trim, baseboards, handrails/stair rails, frames, window sills, ledges, and horizontal surfaces, including their component parts, must be clean and free from all dirt, dust, film, streaks, smudges, lint, and cobwebs. Restroom/locker room wainscots stall partitions, doors, and walls must be free from stains, graffiti, spots, streaks, and cobwebs. Items that state "disinfect" are considered disinfected when the Contractor uses a liquid or spray product identified as a disinfectant and applies the product in accordance with the manufacturer's instructions, using a clean sponge, wash cloth, or disposable wipe.

69.3 Cleaning/disinfecting Sinks, Commodes, and Urinals

69.3.1 Properly cleaned and disinfected wash basins and sinks must be free from streaks, stains, scale, scum, soap deposits, and odors. Plumbing pipes, fixtures, faucets, and metal ware must be clean bright and free of dirt, dust, and deposits.

69.4 Damp Wiping

69.4.1 A surface adequately damp wiped is free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and debris.

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69.5 Metal Cleaning and Polishing

69.5.1 Properly cleaned and polished metal surface must be clean and bright and without deposits or tarnish. Metal cleaner must be quickly removed from adjacent surfaces. Metal cleaner and polish must be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors.

69.6 Spot Cleaning

69.6.1 A smaller surface area within a total surface area is adequately spot cleaned when it is free of all stains and deposits and is substantially free of cleaning marks.

69.7 Dust

69.7.1 Dust includes all surfaces up to and including six feet from the top of the floor surface. The Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from the height of six feet and below to the floor surface. This includes, but is not limited to the structure, furniture and equipment surfaces, and horizontal, vertical and under surfaces, corners, crevices, moldings, and ledges. In the process of dusting a desk, items on top of the desk such as letters, forms, literature, etc must not be disturbed. Upon completion of dusting, all surfaces five feet from the top of the floor surface and below must be uniformly clean, free of dust, dry soil, lint, litter, and cobwebs.

69.8 High Dusting

69.8.1 The Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from all surfaces including vents 6 feet above floor level. After high dusting, surfaces must be uniformly clean. Included in high dusting are light fixtures, globes, shades, plastic type panels, blinds, and ceiling surfaces.

69.9 Reducing Airborne Dust

69.9.1 In areas where airborne dust cannot be tolerated, such as computer rooms, clean rooms, data processing rooms, electronics rooms, telephone equipment rooms, and other areas containing precision equipment, dusting must be accomplished with a vacuum cleaner equipped with non-conductive type nozzles and brushes.

69.10 Ceiling Cleaning

69.10.1 Properly cleaned ceilings and ceiling tile are restored to "like new" or "near new" appearance leaving no degradation to acoustical properties of the ceiling. Agents used must be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures and must disinfect and deodorize the ceiling tile.

69.11 Glass and Mirror Cleaning

69.11.1 Glass surfaces include windows and mirrors; all display cases and cabinets building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors. Glass and mirrors are properly cleaned when all accessible surfaces are without streaks, film, smudges, deposits, and stains and have a uniformly bright appearance and adjacent surfaces have been wiped clean. Frames, casings, sills, and ledges must be free of soil, dirt, tape, tape residue, smudges, and splash marks. Splashed glass cleaner, drip

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marks, and all other types of soil streaks must be removed from all adjacent surfaces such as walls, frames, casing, and trim.

69.12 Clean Blinds

69.12.1 The Contractor shall clean blinds, including tapes and cords, to remove all dust, stains, soil, and smudges. Care must be taken to prevent staining tapes or cords during the cleaning operations. Blinds removed for cleaning must be replaced immediately upon completion of the cleaning operations; they must never remain down for more than 48 hours. Upon completion of cleaning blinds, the blinds, tapes and cords must be free of dust; stains, soil and smudges, and blinds must be placed back into the locations from which they were removed.

69.13 Clean Marker Boards

69.13.1 The Contractor shall clean all marker boards (unless notice is given not to do so in specific instances). Upon completion of cleaning, the writing surface of the marker board must have a uniform appearance with no marks, streaks, or excess dust; the marker board tray and erasers must contain no excess marker dust; and the floor underneath and the walls adjacent to the marker boards must have no traces of marker dust.

69.14 Clean and Polish All Furniture and Fixtures

69.14.1 The Contractor shall clean and polish all furniture and fixtures in accordance with the Cleaning & Janitorial Work Schedule.

69.15 Cleaning Furniture/Furnishings

69.15.1 The Contractor shall remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings. Wood doors must also be considered furniture's for this service item. Wood furnishings must be cleaned and polished with a wood polish, using no water or detergents. The Contractor shall vacuum all cloth-upholstered furniture, including under and between cushions. The Contractor shall clean upholstered furniture with an approved spot cleaner and detergent, to remove soil that cannot be removed by vacuuming. The Contractor shall clean synthetic-covered furniture with vinyl cleaner. Upon completion of cleaning furniture and fixtures all surfaces of furniture and fixtures must be free of dust, soil, smears, smudges, streaks, stains, and excess polish.

69.16 Polish Metal

69.16.1 The Contractor shall remove tarnish, clean, and polish: brass, stainless steel and nonferrous metal push plates, kick plates, door hardware, name plates, protective and ornamental plates and flanges, railings, furniture, fixtures, and similar items. Metal polish must be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors. Upon completion of polishing metal, all metal surfaces must be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and they must be clean and bright.

70.0 Remove Trash

70.1 All trash containers of any type and size must be emptied and returned to their original positions. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash must be removed. The Contractor shall clean spills and foreign substances from all surfaces

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of the trash container. Plastic bags (liners) must be replaced in all trash containers after each servicing. Trash and rubbish must be emptied into a designated dumpster or receptacle in a way that will prevent littering adjacent areas. The Contractor shall clean up any spill or litter generated by Contractor work operations. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers must be free of trash, spills, foreign substances; a clean, new trash can liner must be placed in the container; and all trash must be placed into the designated dumpster.

71.0 Recycle White Paper

71.0 The Contractor shall collect white paper from containers in offices, break rooms, copier rooms, file rooms, and high traffic areas on Thursdays and deposit paper in specially marked containers used in the city's recycling program.

72.0 Clean Ash Receptacles

72.1 Sand urns and other ash receptacles must be emptied and wiped clean. Accumulations of ashes, butts, and foreign material must be removed from smoking stands and sand urns. The Contractor shall replace discarded sand. Upon completion of this task all surfaces of ash receptacles must be uniformly clean, without spots, steaks, or smoking material residue; sand urns must be cleaned and free of smoking material, and filled with clean sand. Although the facilities for which the Contractor provides cleaning & janitorial services have been designated "non-smoking facilities, ash receptacles are provided at building entrances to provide a means for smokers to discard smoking products before entering.

73.0 Clean and Service Rest Room

73.1 A properly cleaned restroom is uniformly clean and sanitized with no streaks, smudges, deposits, or stains (includes locker rooms and showers where present). A properly cleaned restroom includes service to the following items:

- Remove trash in accordance with paragraph 70.0
- Clean mirrors
- Sweep non-carpeted floors in accordance with paragraph 68.1
- Wet mop non-carpeted floors with a germicidal detergent and in accordance with paragraph 68.7
- Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent
- Spot Mop in accordance with paragraph 68.8
- General Clean in accordance with paragraph 69.0
- Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with paragraph 75.0
- Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets
- Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, showers, showerheads, dispensers, soap dishes, and other such surfaces
- Damp clean and disinfect all surfaces of shower curtains and doors
- Damp clean and disinfect all exterior surfaces of lockers
- Flush cleaning chemicals through the traps daily to reduce accumulation of scale
- Clean and flush floor drains with germicidal detergent, following by a second flushing with clean rinse water
- Clean wall and ceiling vents and air-intakes, removing lint and dust.
- Clean-Vacuum walk off rugs or mats

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74.0 Special Restroom Cleaning Requirements

74.1 The Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of restrooms except mirrors. The Contractor shall de-scale toilet bowls and urinals. After de-scaling, the entire surface must be free of streaks, stains scale, scum, detergent residue, mineral deposits, and stains. Acid type bowl cleaner must not be used on floors, walls, nor any surfaces other than inside toilet bowls and urinals. Chrome plated or stainless steel hardware must be cleaned with a non-abrasive cleaner. Upon completion of cleaning and servicing restroom, trash must have been removed; all surfaces of restrooms must be disinfected and there must be no streaks, stains, marks, detergent residue, dirt accumulations, mold, fungus, mineral deposits, or soiling on any surface; and dispensers must be full.

75.0 Clean and Fill Dispensers

75.1 Clean and disinfect, then fill towel, toilet paper, feminine hygiene products, and soap dispensers. The Contractor's supplies must conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces must be clean, free of all soil and streaks, disinfected with quaternary ammonium germicidal detergent and full.

76.0 Clean and Service Kitchens and Break Rooms

76.1 A properly cleaned kitchen or break room is uniformly clean and disinfected as specified in paragraph 77.0 below. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms:

- Remove trash in accordance with paragraph 70.0
- Clean mirrors
- Sweep non-carpeted floors in accordance with paragraph 68.1
- Wet mop non-carpeted floors with a germicidal detergent and in accordance with paragraph 68.7
- Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent
- Spot Mop in accordance with paragraph 68.8
- General Clean in accordance with paragraph 69.0
- Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with paragraph 75.0
- Clean and disinfect all surfaces of fixtures and accessories
- Flush cleaning chemicals through the traps daily to reduce accumulation of scale
- Clean microwave ovens
- Clean exterior and interior of refrigerators
- Clean coffee makers, except those owned by private Coffee Service Vendor(s) as advised by HAS
- Clean/Disinfect ice machines. Ice machines may not all be physically located in kitchen/break room will be covered under "kitchen/break room" requirements detailed in Exhibit B1, Cleaning & Janitorial Work Schedule.

77.0 Disinfecting

77.1 The Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of kitchens and coffee rooms, including cabinets, basins, counter tops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

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78.0 Final Appearances

78.1 Upon completion of cleaning and servicing kitchens and break rooms, trash must have been removed; all surfaces must be disinfected and there must be no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers must be full.

79.0 Cleaning Drinking Fountains

79.1 The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and disinfect all porcelain and metal surfaces including the orifice and drain. The Contractor shall remove soil and dust from air vents. Upon completion of cleaning drinking fountains, the entire drinking fountain must be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris.

80.0 Clean Entrances

80.1 Porches, platforms, docks, ramps, steps, and risers of entrances must be cleaned and polished for the removal of dirt, mud, trash, and litter. The Contractor shall clean the exterior walls in entrance areas, up to six feet from the top of the entrance floor surface. The Contractor shall also clean items such as mats, surfaces under mats, and foot scrapers. All glass doors and glass panels adjacent to glass doors must be cleaned. Upon completion of cleaning entrances, all entrance surfaces and entrance mats must be clean and free of any soil, streaks, and debris; and mats must be replaced to their original positions.

81.0 Clean and Restock Custodial Storage Space and Storeroom

81.1 The Contractor shall clean custodial storage spaces to the same standards as described in paragraph 68.0. In addition, the Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, feminine hygiene products, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing. The Contractor shall store in a manner, insuring proper ventilation of cleaning materials. Upon completion of cleaning and re-stocking custodial storage spaces, all storage space surfaces must have been disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces must be amply stocked with supplies.

82.0 Clean Elevator

82.1 A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. The Contractor shall perform the following items, in order to complete cleaning and servicing elevator(s):

- Pickup any trash, food, or debris dropped on the floors
- Spot clean spills using appropriate techniques
- Spot clean finger prints from the stainless steel fascia in the elevator landings
- Mop floors to remove dirt and stains
- Remove gum from floors
- Clean walls, car stations, push button, kick panels
- Clean door tracks with scrub brush or vacuum cleaner (back pack)
- Clean stainless steel elevator walls and doors sills with clean white cloth
- Spot clean and polish to remove marks and smudges by using a small amount of stainless steel cleaner
- Clean all stainless steel fascia in the elevator lobby

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- Polish stainless steel surfaces
- Scrub floors
- Clean light fixtures
- Dust ceilings

83.0 Routine Work Schedule

83.1 The Contractor shall provide the City with a Routine Work Schedule, following the format Exhibit B1 "Cleaning & Janitorial Work Schedule," during Contractor's Phase-In. Contractor's Routine Work Schedule must be indicating how the Contractor will schedule and accomplish the Basic Service tasks identified in the Agreement and summarized in the Cleaning & Janitorial Work Schedule. The Contractor shall avoid scheduling weekly work on City holidays.

84.0 Work Completion and Inspection

84.1 The Contractor shall complete all required routine services in accordance with the Routine Work Schedule. The City may inspect Contractor's work immediately following the times designated in the Routine Work Schedule.

85.0 City Modification of Work Schedules

85.1 The City reserves the right to designate the specific cleaning time for those building areas whose occupants require cleaning & janitorial services to be performed during a given time period. At any time during the term of the Agreement, the City may give written notice of a change, addition, or deletion in the cleaning time specified. The Contractor shall adjust its Routine Work Schedule accordingly, and submit a revised schedule to the City within five normal working days after receiving written notice from the City.

86.0 Contractor Request for Modification of Work Schedules

86.1 The Contractor requests for alterations to Basic Services Work Schedules must be submitted, in writing, to the City for approval no later than five normal working days prior to the desired effective date. Alterations do not become effective until approved by the City.

87.0 Interference with City Business or Personnel

87.1 Work must be scheduled and performed so that interference with City business or personnel is minimized.

88.0 EXTERIOR SITE (TAXI LOUNGE LOT)

88.1 The Contractor shall provide the following specific exterior site cleaning services; ALL paved sidewalks, curbs, drains, and ground level gutters shall be inspected daily to check for debris and completely swept weekly.

89.0 OTHER WORK/SERIVCES

89.1 General

Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Service of the Agreement. Other Work/Services must be performed in accordance with all provisions of the Agreement plus any special provisions

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issued with authorization for work. Other Work/Services will be performed only when requested by the City, and then, only after receipt of a written Other Service Request (OSR). The Contractor shall perform Other Work/Services to the same standards identified for Basic Services. *When requested by the Director, The Contractor shall provide Other Work/Services at any facility, which is part of the Houston Airport Systems, including IAH, HOU, and EFD.*

- 89.2 City's Written Notice.** Prior to issuing an OSR, the City will first issue a written notice to the Contractor detailing the specific Other Work/Services to be performed by the Contractor.
- 89.3 Contractor's written Proposal.** In response to any such written notice, the Contractor shall provide the City with a written proposal for the specific Other Work/Service to be performed, within fifteen (15) business days of receipt of the notice. Such proposal must include, but not be limited to, a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the City's written notice to the Contractor.
- 89.4 City's Options.** Upon receipt of the Contractor's proposal, the City has the options to reject the Contractor's proposal and require resubmission with the revised or additional information, or issue an OSR. Should the City reject the Contractor's proposal and require resubmission, the Contractor must resubmit a modified proposal within five (5) business days of receipt of the City's written rejection.
- 89.5 Issue of OSR.** Upon approval by the City of the modified proposal, an OSR will be issued. The Contractor shall commence performance within forty-eight (48) hours of receipt of a written OSR issued under this Section and shall diligently pursue to completion in accordance with the terms and conditions of the Agreement and the approved proposal.
- 89.6 Cost of Other Work/Service.** The cost for Other Work/Service must not exceed the rate specified in the Fee Schedule. Labor is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties. *When Other Work/Services are performed in conjunction with Basic Services, the Contractor shall not receive additional compensation for labor,*
- 89.7 Payment.** When chargeable Other Work/Services have been accomplished, a copy of the City's written request must accompany the Contractor's monthly invoice.
- 89.8 Specific Tasks and Unit Quantities.** Other Work/Services include the following items. *Specific tasks will be performed on an as-needed basis in areas not covered under Basic Services or for frequencies in excess of those specified in Exhibit B1, Cleaning & Janitorial Work Schedule for areas covered under Basic Services.*
- 89.9 Dust Mop/Sweep/Vacuum Floors.** The Contractor shall dust mop/sweep/vacuum, depending upon the floor type, at the unit cost specified in the Fee Schedule.
- 89.10 Wet-Vac Floors.** The Contractor shall wet-vac carpet or hard-surface flooring that has flooded at the unit cost specified in the Fee Schedule. *This task will be performed on an as-needed basis in areas not covered under Basic Services or as a new task not listed in the Cleaning & Janitorial Work Schedule for areas covered under Basic Services.*
- 89.11 Shampoo/Steam Clean Rugs/Carpets.** The Contractor shall shampoo/steam clean carpet/rugs at the unit cost specified in the Fee Schedule.
- 89.12 Strip/Seal/Wax/Buff Floors** The Contractor shall strip, seal, wax, and buff floors, as applicable to the floor type, at the unit cost specified in the Fee Schedule, "Exhibit H".

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-L23659

SECTION II. SCOPE OF WORK
SECTION B
PART 3
SPECIFICATIONS FOR FACILITIES MAINTAINED
BY THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

1.0 GENERAL

1.1 The Contractor(s) agrees to provide Cleaning & Janitorial for Public Works and Engineering Department as detailed in Section B Part 1B; and Window Washing Services as detailed below. The Contractor shall furnish all management, supervisory, clerical, and administrative functions and furnish all labor, tools, equipment, materials, and supplies, except as provided herein as City-furnished, needed to perform the cleaning & janitorial services according to the provisions of the Agreement and referenced specifications, standards, manuals, and drawings.

2.0 SCOPE OF WORK (Window Washing)

2.1 The work to be performed shall include cleaning all designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

2.1.1 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.

2.1.2 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.

2.1.3 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

2.1.4 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the appropriate Department Director so arrangements can be made for the replacement of the glass, if deemed necessary.

2.1.5 The Contractor shall promptly remove all equipment and supplies from premises as each job is completed. The City will not be responsible for storing Contractor's supplies and equipment. Each job must be inspected and approved by the Director of the appropriate Department or his designated representatives. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor's monthly invoice.

2.1.6 Supplies: Cleaning supplies used shall be neutral and free-flowing, and shall not be harmful to surfaces with which they come in contact. All supplies shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

2.1.7 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

SPECIFICATIONS / SCOPE OF WORK
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3.0 HOUSTON TRANSTAR, 6922 KATY ROAD

- 3.1 Houston TranStar is a three-story facility which includes the traffic management control room. Primary work days for office staff are Monday through Friday. The control room is 24/7. Public areas are occupied seven days a week.
- 3.2 The total area to be cleaned is 30,000 square feet. The control room is 2,880 square feet. It is manned 24 hours a day. The staff must conduct cleaning while the dispatchers are working. It is preferred that vacuuming and other cleaning that require machine operation be done in off-peak hours. However, it is imperative that the cleaning tasks be performed and contractor must communicate with Houston TranStar administrative staff if problems arise. Cleaning will be performed according to the City of Houston specifications.
- 3.3 The office area is to be cleaned is 23,468 square feet. There is one men's and one women's restroom on each floor, with an additional men and women's single shower and toilet on the first floor. The restrooms total 1,152 square feet. All restrooms are used by the public as well as employees.
- 3.4 The contractor shall provide Porter Services Monday through Friday (5 days) from 7:00 to 4:00 p.m.: 5:00 p.m. to 9:00 p.m. Saturday and Sunday 7:00 a.m. to 11:00 am: 5:00 p.m. to 9:00 p.m.

4.0 TRAFFIC AND TRANSPORTATION – 2200 PATTERSON

- 4.1 This is a single story is comprised of office space which is 5,000 square feet. It is manned 24 hours a day. The staff must conduct cleaning during normal business hours. All restrooms are used by the public as well as employees. Cleaning Staff shall communicate with on-site personnel if problems are encountered. All cleaning will be performed according the City of Houston's General Specifications as detailed in Exhibit B1.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S46-L23659

SECTION B

PART 4

SPECIFICATIONS FOR FACILITIES MAINTAINED BY THE HOUSTON PARKS AND RECREATION

- 1.0 Gragg Headquarters, Recreation and Wellness Building No. 3 and Sowden Maintenance Facility**
- 1.1 Empty trash can(s)/receptacle(s), replace liners and dispose of all waste in a solid waste collection bin located outside of building or designated location. Damp wipe trash can(s)/receptacle(s) to elevate and disinfect from odor and germs as necessary. Clean, sweep and disinfect restroom, lunch areas and kitchen; including shower stall walls, partitions, floors, door knobs, countertops, faucets, toilets, mirrors, lavatories, urinals, stairs, railings, ledges, ceilings and fixtures to remove soap scum, mildew, body oils, etc and squeegee wall upon completion. Hand Clean and sanitize sinks and wipe dry, clean and polish stainless steel drinking fountains, partitions, ice machines, and other water dispensing fixtures, cleaning of microwave(s) to elevate all stains, spills and germs from internal and external of appliance. Empty recycle trash can(s)/receptacles and dump into large 55 gallon container located in break room(s) in building. The recycle trash cans are to be emptied once per week on Friday's.
- 1.2 Spot clean all door glass(s), door frame(s) and window walls to remove fingerprints, grime, and dirt on an as needed basis. Dust entire fixture, furniture and frame work using approved dust cloths and chemical as required. Spot clean walls as needed. Remove spots, marks, spills signs, flyers and etc. from all vertical and horizontal surfaces, such as glass partitions, wall panels, doors and light switches as required using approved methods and chemicals cleaners. Dust HVAC louvers and areas around them. Dust low areas and high areas which that are within normal reach i.e. wall décor, pictures, bulletin boards, fixtures, fans, umbrellas, tables, etc. Pay close attention for cobwebs in corners and around light fixtures, vaulted ceilings, etc.
- 1.3 Thoroughly vacuum all carpeted flooring. Spot clean as needed. Using an automatic extractor, extract all carpeted flooring and/or machine scrub and shampoo using the Bonnet System to remove stains and spots on a nightly basis. Use ZEP freeze or equal to remove gum from carpet and floors. Prepay spots with applicable chemicals to the respective substance that cause the spots. Dusts mop all hard wood, vinyl, V. C. tile and/or hard surface floors, with a treated dust mop. Spray buff hard surface floors using an approved spray buff product. Machine scrub hard surface floors and apply finish to remove scuffs mark, dull finish and water spots.
- 1.4 Contract shall furnish mats and are to be chemically treated dust mats. Mats shall be swept daily and shall be a minimum of 3' X 5" per door opening. Mats shall consist of nylon tufting with a natural rubber back and must be available in red, brown, black or navy as determined by Parks and Recreation Department Designee. These mats shall be swept daily.
- 1.5 All restrooms, break rooms, lunchroom and kitchen dispensers shall be cleaned, disinfected and refilled daily empty (up to 85% of capacity per dispenser). Turn off lights when complete.
- 1.6 Clean up spills and perform other minor tasks as requested by designee i.e. coffee spills, water spills spots left in staff areas. All paper, supplies and equipment and shall be included in Contractor's cost.
- 1.7 Clean elevator wall, floors, including removal of dirt and soil from the threshold plates (damp mop, dust mop, floor surfaces as necessary to render clean).
- 1.8 Contractor shall provide include, but not limited to, furnishing all cleaning and disinfectant chemical, equipment, labor, materials, supplies, wastebaskets/receptacle liners, toiled seat covers, paper towels for existing dispensers, toilet tissue (2 ply) soap for existing dispensers and/or commode/urinal blocks.

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All work shall be performed in a first class, professional manner, satisfactorily to the on site Parks and Recreation Departments Designee.

1.9 Biweekly – Janitorial Service

All mats are to be exchanged on the floor where they are used. Mats shall be exchanged for cleaning biweekly. Mats shall be treated with both a dust control compound and a Fire Retardant (OSHA APPROVED). Mats specified in the bid are to be of cellulosic fiber content impregnated with a dust-absorbent compound, free from objectionable odor, of a clean appearance, and colored a uniform shade with impregnation to be uniformly dispersed in the cloths, mops and mats; and dust mops present to the extent of 40% (+/- 5%) of the item's untreated weight. The mats are to be manufactured of good quality cellulose yarn and fabric having satisfactory tensile strength, all cloth edges to be either salvage or over edged. Treated mats shall be treated to avoid mildew when stored under normal conditions and shall show no tendency to heat spontaneously under normal conditions. Dust cloths and water emulsion mops shall be treated sufficiently to give fully effective cleaning and dust removal service, but shall not leave any oily residue on cleaned surfaces nor produce any dulling or fogging effect on the finish. The item shall contain no more than 12% moisture, free from any volatile solvents and no ingredients injurious to normal skin. Compounds used to impregnate shall meet the requirements of the Underwriters' Laboratories and shall conform to the latest Federal Specifications.

1.10 Machine buff all V. C. tiles and hard surface flooring with approved spray buff product.

1.11 Monthly – Janitorial Services

1.11.1 Machine scrub all restroom(s) tile areas such as ceramic tile and pavers. Machine scrub focusing on grout, corners and edges.

1.12 Yearly (every 12 to 18 months) – Janitorial Services

1.12.1 Machine strip hard surface floors (VCT and/or Concrete) and apply 4 coats of floor finish and/or as manufactured manufactures specification. No striping or waxing shall be done with out prior approval of Parks and Recreation Designee. All waxes and strippers us must be odorless and slip resistance.

1.13 Note: Definition – As needed/required – having or using the ability to act or decide according to your own discretion or judgment but, should not be take as a means to constantly over look matters.

2.0 Memorial Tennis, Fitness Center and Homer Ford Tennis Center – Additional Services

2.1 Daily

2.1.1 Sweep and mop floors in exterior restrooms, and all interior areas including behind the tennis, behind fitness sales counter and fitness sales counters and the tennis office, excluding the area behind the tennis center food and beverage concession counter. Dust and wipe clean all table tops and chairs in tennis and fitness lobbies. Contractor shall empty and clean waste baskets in the lobby areas (exclusive of the areas behind the tennis center food and beverage concession counter), interior restrooms and locker rooms, and on the tennis courts areas. Small tennis court waste baskets should be collected into one plastic bag for removal to dumpster. Large tennis court trash barrels should be emptied and reclined every second or third day, as needed. Replace deodorant blocks in urinals and commodes as required.

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2.2 Weekly

2.2.1 Descal commodes and urinals. Dust top of lockers, fans and high areas, including spider web removal. Wash walls in shower and proper spray chemical to disinfect, prevent and/or remove mildew. Remove hair from drains in men's and women's showers. Polish and/or descale chrome pedestals in men's tennis center showers to remove soap scum. Mop, strip, buff, and/or scrub floors in men's and women's showers with proper chemical to remove soap, lime and dirt build up. Wash shower curtain in women's showers with proper chemicals to prevent and/or remove mildew and soap scum. Dust and wipe with disinfectant all weight benches and exercise machinery in fitness center.

2.3 Monthly

2.3.1 Vacuum HVAC ducts, grills, and restroom exhaust fans. Clean and polish all window and window frames, inside and out. Clean floor drains in all locker room, shower, restroom area, adding 8 oz. Chlorine bleach to each drain.

2.4 Quarterly

2.4.1 Remove and clean, inside and out, all light fixture lenses. Machine strip hard surface floors (VCT and/or Concrete) and apply 4 coats of floor finish and/or as manufactured manufactures specification. No striping or waxing shall be done with out prior approval of Parks and Recreation Designee. All waxes and strippers us must be odorless and slip resistance.

2.5 Work Schedule/Service Times:

2.5.1 Gragg Headquarters, Recreation and Wellness and Sowden Maintenance Facility

Monday	5:00 PM – 10:00 PM
Tuesday	5:00 PM – 10:00 PM
Wednesday	5:00 PM – 10:00 PM
Thursday	5:00 PM – 10:00 PM
Friday	5:00 PM – 10:00 PM

2.5.2 Memorial Tennis Center – Service is to be performed seven (7) days a week as follows;

Monday	9:00 PM – 11:30 PM	
Tuesday	9:00 PM – 11:30 PM	
Wednesday	9:00 PM – 11:30 PM	
Thursday	9:00 PM – 11:30 PM	
Friday	9:00 PM – 11:30 PM	
Saturday	11:00 PM – 2:00 PM	6:00 PM – 8:00 PM
Sunday	11:00 PM – 2:00 PM	6:00 PM – 8:00 PM

3.0 Clean Elevator. A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. The Contractor shall perform the following items, in order to complete cleaning and servicing elevator(s):

- Pickup any trash, food, or debris dropped on the floors
- Spot clean spills using appropriate techniques

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- Spot clean finger prints from the stainless steel fascia in the elevator landings
- Mop floors to remove dirt and stains
- Remove gum from floors
- Clean walls, car stations, push button, kick panels
- Clean door tracks with scrub brush or vacuum cleaner (back pack)
- Clean stainless steel elevator walls and doors sills with clean white cloth
- Spot clean and polish to remove marks and smudges by using a small amount of stainless steel cleaner
- Clean all stainless steel fascia in the elevator lobby
- Polish stainless steel surfaces
- Scrub floors
- Clean light fixtures
- Dust ceilings

4.0 Recycle Paper. The Contractor shall collect white paper from containers in offices, break rooms, copier rooms, file rooms, and high traffic areas and deposit paper in specially marked containers used in the city’s recycling program. Recycling for the Parks department is required at the following sites.

#	Location	Address	Department
4.0.1	Gragg Building	2999 South Wayside	Parks
4.0.2	Recreation and Wellness	6200 Wheeler	Parks
4.0.3	Sowden Maintenance Facility	12025 Snowden	Parks

5.0 Window Washing/Cleaning – Minimal services to be performed as follow:

- 5.1 The work to be performed shall include cleaning all designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.
- 5.2 Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.
- 5.3 Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used, but razor blades or broad knives are permissible.
- 5.4 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.
- 5.5 In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the appropriate Department Director so arrangements can be made for the replacement of the glass, if deemed necessary.
- 5.6 The Contractor shall promptly remove all equipment and a supply from premises as each job is completed. The City will not be responsible for storing Contractor’s supplies and equipment. Each job must be inspected and approved by the Director of the appropriate Department or his designated representatives. Approval shall be in the form of a signed receipt, one copy to be left with Department and one copy to accompany Contractor’s monthly invoice.

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5.7 Supplies

5.7.1 Cleaning supplies used shall be neutral and free-flowing, and shall not be harmful to surfaces with which they come in contact. All supplies shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

5.8 Equipment

5.8.1 All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection on request of the appropriate Department.

5.9 Facility Location

5.9.1 Gragg Administration Building – 2999 S. Wayside

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.2 Judson Robinson Jr. – 2020 Herman Drive

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.3 Tidwell Recreation Center – 9720 Spaulding

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.4 Sharpstown Recreation Center – 6600 Harbor Town

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.5 Candlelight Recreation Center – 1520 Candlelight

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.6 Fonde Recreation Center – 110 Sabine

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.7 Garden Center – 1500 Herman Drive

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.8 Highland Recreation Center – 3316 DeSoto

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.10 Linkwood Recreation Center – 3699 Norris

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

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5.9.11 Love Recreation Center – 1000 West 12th

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.12 Marion Recreation Center – 11101 S. Gessner

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

5.9.13 Stude Recreation Center – 1031 Stude

All exterior windows including medal frames shall be cleaned on both surfaces twice (2) per year. The work shall be performed on or about September 1 and April 1.

6.0 Contacts:

6.1 The Contractor shall finalize the cleaning schedule with the building manager or his designated representative no later than thirty (30) days prior to the approximate date of the cleaning listed below:

	DEPARTMENT	PHONE NUMBER
6.1.1	Parks and Recreation Department (PARD) Building Managers	(832) 395-7204 (832) 392-7209

6.1.2 The Contractor’s cleaning hours will be established by the City, but it is anticipated that no leaning on a nightly basis will be required. Cleaning will be accomplished Monday through Friday each week, fifty-two (52) weeks per year. The Contractor shall not have to perform services on the days designated as City holidays by City Council.

6.1.3 All windows cleaning scheduled for two (2) times per year shall have approximately six (6) months between scheduled cleaning. All windows cleaning scheduled for four (4) times per year shall have approximately three (3) months between scheduled cleanings. Scheduling of all cleaning times shall be approved by and may be changed by the appropriate user department.

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EXHIBIT B1

Provided as an attachment

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EXHIBIT B2

BUILDING _____ DATE: ___/___/___
 ADDRESS _____
 FLOOR/LEVEL _____ TIME: _____ AM PM
 INSPECTED BY _____ EMP# _____

CITY OF HOUSTON GENERAL SERVICES DEPARTMENT FACILITY INSPECTION

LOCATION: ENTRANCE / LOBBIES	LOCATION: RESTROOMS/BREAKROOMS/WATER FOUNTAINS
-------------------------------------	---

TASK	SCHEDULE	PERFORMANCE	TASK	SCHEDULE	PERFORMANCE
FLOOR (CARPET)			RESTROOMS		
SWEEP	DAILY	E G S NS	TOILET	DAILY	E G S NS
MOP/AUTO SCRUB	DAILY	E G S NS	URINAL	DAILY	E G S NS
BURNISH/BUFF	DAILY	E G S NS	SINK	DAILY	E G S NS
SCRUB	MONTHLY	E G S NS	MIRRORS	DAILY	E G S NS
WAX	MONTHLY	E G S NS	FIXTURES/PARTITIONS/WALLS	DAILY	E G S NS
VACUUM SHAMPOO/EXTRACT			PAPER TOWELS TOILET PAPER		
VACUUM	DAILY	E G S NS	PAPER TOWELS	DAILY	E G S NS
SHAMPOO/EXTRACT	QUARTERLY	E G S NS	TOILET PAPER	DAILY	E G S NS
SPOT CLEANING OTHER GLASS, METAL SURFACES			WASTE CANS/TRASH SWEEP/ MOP SCRUB		
SPOT CLEANING	DAILY	E G S NS	WASTE CANS/TRASH	DAILY	E G S NS
OTHER	DAILY	E G S NS	SWEEP/ MOP	DAILY	E G S NS
GLASS, METAL SURFACES	DAILY	E G S NS	SCRUB	MONTHLY	E G S NS
CORNERS/WALLS/BASEBOARDS			WAX		
CORNERS/WALLS/BASEBOARDS	DAILY	E G S NS	WAX	MONTHLY	E G S NS
FIXTURES DUSTING LOW DUSTING HIGH WATER FOUNTAINS			BREAKROOMS		
FIXTURES	DAILY	E G S NS	SINK	DAILY	E G S NS
DUSTING LOW	DAILY	E G S NS	FIXTURES/CABINETS	DAILY	E G S NS
DUSTING HIGH	BI-WEEKLY	E G S NS	COUNTERS	DAILY	E G S NS
WATER FOUNTAINS	DAILY	E G S NS	TABLES	DAILY	E G S NS
ON: CORRIDORS			APPLIANCES		
FLOOR			WASTE CANS/TRASH SWEEP/ MOP SCRUB		
WAX			WAX		
WAX	MONTHLY	E G S NS	WAX	MONTHLY	E G S NS
FLOOR (CARPET)			WATER FOUNTAINS		
VACUUM	DAILY	E G S NS	WATER FOUNTAINS	DAILY	E G S NS
SHAMPOO/EXTRACT	QUARTERLY	E G S NS	LOCATION: EXTERIOR & GROUNDS		
OTHER			SIDEWALKS		
CORNERS/WALLS/BASEBOARDS	DAILY	E G S NS	ENTRANCE AREA	DAILY	E G S NS
SPOT CLEANING	DAILY	E G S NS	STAIRWELL	DAILY	E G S NS
WATER FOUNTAINS	DAILY	E G S NS	LAWN AREA	DAILY	E G S NS
SMOKING AREAS			PARKING AREA		
OFFICE-EQUIPMENT AREAS			TRASH AREAS		
TREADS			SMOKING AREAS		
DAILY E G S NS			DAILY E G S NS		
FURNITURE EQUIPMENT			DAILY E G S NS		

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	DAILY	E	G	S	NS		DAILY	E	G	S	NS
GLASS						DOORS, KICK PLATES					
WALLS, PANELS	DAILY	E	G	S	NS	CORNERS/WALLS/BASEBOARDS	DAILY	E	G	S	NS
STEPS, LANDINGS	DAILY	E	G	S	NS	WASTE BASKETS	DAILY	E	G	S	NS
RAILS, DOORS	DAILY	E	G	S	NS	PARTITIONS	DAILY	E	G	S	NS
	DAILY	E	G	S	NS		DAILY	E	G	S	NS

FLOOR, CARPET						LOW DUSTING					
LOCATION: WINDOWS						HIGH DUSTING	BI-WEEKLY	E	G	S	NS
	DAILY	E	G	S	NS		DAILY	E	G	S	NS

GLASS						PHONES, LAMPS, EQUIPMENT					
SILLS, FRAMES	DAILY	E	G	S	NS	SPOT CLEAN	DAILY	E	G	S	NS
BLINDS	DAILY	E	G	S	NS	SWEEP, VACUUM	DAILY	E	G	S	NS
LOCATION: JANITOR CLOSETS						SHAMPOO/EXTRACT	QUARTERLY	E	G	S	NS
CLEANLINESS, ORGANIZATION	WEEKLY	E	G	S	NS	SCRUB	MONTHLY	E	G	S	NS
SUPPLIES, EQUIPMENT	WEEKLY	E	G	S	NS	WAX	MONTHLY	E	G	S	NS
MSDS	WEEKLY	E	G	S	NS						

	COMMENTS:
LOCATION: MISCELLANEOUS	
AIR VENTS	MONTHLY E G S NS
	WEEKLY E G S NS

	Non-Performance RATINGS (Ratings shall be based on the average of all sections referring to the above categories)	Excellent – 4 Points Good = 3 Points Satisfactory = 2 Points Non-Satisfactory = 1 Point E = 3.5 – 4.0 G = 2.5 – 3.4 S = 2.0 – 2.4 NS = Less than 2.0
FLOORS	_____	Total Points _____
RESTROOMS/BREAKROOMS/WATER FOUNTAINS	_____	Number of Categories Circle _____
TRASH REMOVAL	_____	Score _____
EXTERIOR CLEANING	_____	Total points divided by number circle categories = score
HIGH DUSTING	_____	

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GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S46-L23659

THE STATE OF TEXAS

BID # S46-L23659

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR JANITORIAL, PORTER, WINDOWASHING, RECYCLING AND ASSOCIATED SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation 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

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

SOLICITATION NO.: S46-L23659

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- B. SCOPE OF SERVICES
- *B1. LOCATION LIST/SERVICE REQUIREMENTS
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- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY
- J. SECURITY BOND FOR HAS

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".

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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 a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

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

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II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "B1 (PROVIDED AS AN ATTACHMENT.)"

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER 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.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER 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:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

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

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2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier 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 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier 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. Prime Contractor/Supplier 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 Prime Contractor/Supplier 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.

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an

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additional insured. 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 Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 4.1.3 Automobile Liability insurance
\$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.
- 4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)
- 4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 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 canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
 - 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 WARRANTIES:

- 5.1 Contractor represents and 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.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 5.2.1 that all items are free of defects in title, material, and workmanship,
 - 5.2.2 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,
 - 5.2.3 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

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5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

8.1 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 20% 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.

8.2 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.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 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.

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

9.2.1 a copy of its drug-free workplace policy,

9.2.2 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,

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

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall

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submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-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.

- 9.4 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.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.
- 10.2 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 Regulations. "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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 Contractor shall make citizen 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 citizens 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.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors 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.

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13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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.

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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 City Purchasing Agent or 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 City Purchasing Agent or 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:

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

Signed:

[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 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 City Purchasing Agent's or 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 on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on

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the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time 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).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

5.1 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.

5.2 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.

5.3 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.

6.0 TERMINATION FOR CAUSE BY CITY:

6.1 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:

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

6.1.2 Contractor becomes insolvent;

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

6.1.4 a receiver or trustee is appointed for Contractor.

6.2 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

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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.

- 6.3 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.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 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.

- 7.2 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.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) 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

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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:

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- 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

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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, she 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 thereof.

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EXHIBIT "A"
DEFINITIONS

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

"Acceptable Equivalent" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies an approved, negotiated or specified use made a part hereof.

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

"Basic Services" means those services described in this Agreement.

"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.

"Contractor Administrator" means the representative of the respective department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

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

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract as countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Other Service Request (OSR)" is the form used to request Other Work/Services within the scope of this Agreement.

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“Other Work/Service” means those services described in this Agreement as Other Work/Services and other services related to cleaning and janitorial services, other than Basic Services. Such services are performed only when requested by the City.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Work” means all services to be provided by the Contractor as defined by the specifications herein.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

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**EXHIBIT "B"
SCOPE OF WORK**

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

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EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

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EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

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EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

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EXHIBIT "F"

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

(Will Be Inserted In Original Contract)

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SOLICITATION NO.: S46-L23659

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

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SOLICITATION NO.: S46-L23659

EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S46-L23659

EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

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EXHIBIT "J"
AIRPORT CUSTOMS SECURITY AREA ACCESS BOND

1.0 Airport Customs Security Area Bond:

Proposer shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service. Below is a sample of a security bond. Additional information regarding the security area bond is provided as Attachment A – Security Area Bond Requirements for Houston Airport System.

TITLE 19 - CUSTOMS DUTIES

CHAPTER I - BUREAU OF CUSTOMS AND BORDER PROTECTION, DEPARTMENT OF HOMELAND SECURITY; DEPARTMENT OF THE TREASURY

PART 113 - CUSTOMS BONDS

subpart g - CUSTOMS BOND CONDITIONS

Appendix A to Part 113 - Airport Customs Security Area Bond

Airport Customs Security Area Bond _____ (name of principal)
of _____ and _____ (name of
surety) of _____ are held and firmly bound unto the United States of
America in the sum of ____ dollars (\$___), for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WITNESS our hands and seals this _____ day of _____, 19__.

WHEREAS, the principal (including the principal's employees, agents, and contractors) desires access to Customs airports security areas located at ____ Airport during the period of one year beginning on the _____ day of _____, 19__, and ending on the _____ day of _____, 19__, both dates inclusive; Now, Therefore, the Condition of this Obligation is Such That The principal agrees to comply with the Customs Regulations applicable to Customs security areas at airports.

If the principal defaults on the condition of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of \$1,000 for each default or such other amount as may be authorized by law or regulation.

Signed, Sealed, and Delivered in the Presence of _____

Name Address _____
Name Address Principal (SEAL) _____
Name Address _____

Name Address _____
Name Address Surety (SEAL) _____ Name Address _____

[54 FR 10536, Mar. 14, 1989]

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT

SOLICITATION NO.: S46-L23659

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

2.0 FINANCIAL STATEMENTS:

- 2.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

3.0 SITE INSPECTION:

- 3.1 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 contract.

4.0 QUALITY AND WORKMANSHIP:

- 4.1 The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. 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.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S46-L23659

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Cost	40%
2.1.2	Expertise / Experience / Qualifications	30%
2.1.3	Financial Strength of Offeror	15%
2.1.5	M/WBE Participation	10%
2.1.4	Conformance to BVB Requirements	5%

EXHIBIT I – CONTRACTOR’S QUESTIONNAIRE
SOLICITATION NO.: S46-L23659

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this BVB requirement. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder’s capability and experience shall be evaluated and a factor in determining the Contractor’s responsibility.**

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S46-L23659**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S46-L23659

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL					\$ _____
M/WBE PARTICIPATION AMOUNT					\$ _____ %
TOTAL BID AMOUNT					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S46-L23659**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____ %

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

