THE STATE OF TEXAS

COUNTY OF HARRIS

BID # L24177

ORDINANCE # 2012-0618

CONTRACT #_4600011594

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR JANITORIAL CLEANING AND ASSOCIATED SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **MCLEMORE BUILDING MAINTENANCE, INC.** ("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	Contractor
City Purchasing Agent for Director(s)	McLemore Building Maintenance, Inc.
of Police Department and General Service Department(s)	110 Fargo Street
City of Houston	Houston, Texas 77006-2097
P.O. Box 1562	Phone: 713 528-7775
Houston, Texas 77251	Fax: 713 523-4341

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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3.0 PARTS INCORPORATED:

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

4.0 CONTROLLING PARTS:

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

5.0 DEFINITIONS:

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

6.0 SIGNATURES:

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

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

MCLEMORE BUILDING MAINTENANCE, INC.

By: _____

Name:

Title:

By: _____

Name: Curtis McLemore

Title: Chief Executive Officer

Federal Tax ID Number: 74-1804594

ATTEST/SEAL:

_____
City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
City Controller

DATE COUNTERSIGNED:

7-10-12

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.

May 24, 2012
Date

_____
Legal Assistant

June 27, 2012 BD

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", "B-1 and "B-2"

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.

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 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 polices 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.

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see **http://purchasing.houstontx.gov/forms.shtml.** The Director will consider all other forms on a case-by-case basis.

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

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 Office of Business Opportunity ("OBO"), 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 to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

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 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.

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.

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 **$1,146,170.56** 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:

[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 one (1) year 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 RESERVED:

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 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

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

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

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

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies

the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

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

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, 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 therefore.

EXHIBIT "A"
DEFINITIONS

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

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

"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 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" mean the Directors/Chiefs 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 is countersigned by the City Controller.

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

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

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

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

EXHIBIT "B"
SCOPE OF WORK

SCOPE OF SERVICES
GENERAL SPECIFICATIONS
(Applies to All Departments)

1.0 INVOICING

1.1 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:

1.1.1 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.

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 Other information or details as may be requested or specified by the Director and/or designee. 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.

1.2 The following are additional invoices requirements per department.

2.0 Houston Police managed by General Services Department

2.1 The janitorial contractor 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 Facility Manager and/or designee 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 Facility Manager and/or designee 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. The contractor shall mail all approved invoices to:

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

3.0 MINIMUM WAGE and EMPLOYEE BENEFITS

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

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

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

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

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

SECTION B
SCOPE OF WORK/SPECIFICATIONS
PART IA SPECIFICATIONS FOR HOUSTON POLICE 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 B. 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. 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 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 WORKMANSHIP

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 by the Facility Manager.

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

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 contact. 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.

*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 in Exhibit B. 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 my 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.

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 competed 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 and/or designee 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.

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, 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.

13.5 The Contractor shall arrange for, and be responsible for; all other services and costs unless otherwise agreed to by the Director and/or designee 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.

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 HPD. 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.

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 B-1. 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 B-1

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 and/or approval equal. 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 EXCULISONS

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

22.2. 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.

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

22.2.2 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.

22.3 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.

22.4 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.

22.4 Dust Mats: The Contractor shall supply chemically treated dust mats (entrance mats).

22.5.1 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).

22.5.2 Exterior mats shall be approximately 36" X 48", closed loop, highly resilient fiber to spring back into shape. Machine washable, self-drying.

22.6 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.

SECTION B
PART 1A
JANITORIAL CLEANING
SPECIFICATIONS FOR HPD 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 HPD. 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 the 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

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 SUPPLIES AND EQUIPMENT

2.1.1 The Contractor shall furnish all cleaning and janitorial maintenance supplies necessary to perform cleaning services. Supplies shall include items such as paper towels, toilet tissue, antibacterial hand soap, floor care products and plastic trash liners etc.

2.1.2 All of the services below are typical to services that will be required. The list may not be all inclusive to all properties. Any omissions do not relieve the parties providing the services of performing those services required by HPD that are not a part of this list.

3.0 GREEN CLEANING FACILITIES

3.1 The COH has some buildings that are LEED Certified and that will require Green Cleaning Methods and Green Cleaning Products. The COH requires at the very minimum the same level of Green Cleaning Services that are now being provided. The COH will share the Green Cleaning manuals submitted by the current contractor to assist the contractor with the services expected.

3.2 The COH may change/add any building listed in Exhibit B-1 or any new building to a Green Cleaned building. The contractor upon request will provide the COH with the cost to provide Green Cleaning at the requested building.

4.0 DAILY GENERAL CLEANING

4.1 Sweep damp mop floors

4.2 Vacuum carpets

4.3 Floors shall be cleaned and free of trash and foreign matter.

4.4 Carpets shall be free of dust balls, dirt and other debris.

4.5 All trash receptacles shall be emptied and trash removed from site

4.6 All hard surfaces including doors, walls, floors and ceramic tiles hall be wiped or mopped clean where liquid or foreign materials have been spilled on the surface.

4.7 All glass doors, glass panels, bright metal finishes and handrails shall be cleaned

4.8 Drinking fountains surfaces shall be clean and bright, free of dust, stains and streaks. Fountains shall be kept free of trash, coffee grounds, etc., and nozzles free from encrustation

4.9 All appliances (excluding refrigerators) shall be cleaned daily in break area where applicable

5.0 DAILY RESTROOM CLEANING

5.1 All restroom fixtures, including sinks, toilets bowls and urinals, shall be cleaned and disinfected

5.2 Sanitary napkin and tampon receptacles shall be emptied, cleaned

5.3 Soap, towel and tissue dispensers shall be cleaned and refilled each day

5.4 All mirrors shall be cleaned and polished clear, free of smudges, streaks or water marks

5.5 All restroom walls and partitions shall be kept from oil spots, smudges, streaks or foreign matter

5.6 All ceramic tile surfaces in showers or other areas of restroom facilities shall be cleaned and polished, kept free of soap film, scale rust, stains, streaks and mold

5.7 Restrooms shall be cleaned by mopping and rinsing with an approved disinfectant mopping solution. Carpeted areas shall be vacuumed and spot cleaned.

6.0 GENERAL CLEANING WEEKLY

6.1 All vertical and horizontal surfaces of desks, enclosures, files, woodwork and other furniture shall be damp dusted with clean and treated cloth

6.2 All restroom partitions shall be washed with an approved disinfectant solution

6.3 All telephone receivers shall be cleaned with disinfectant treated cloth or towel

6.0 GENERAL CLEANING MONTHLY

7.1 All ceiling recessed and mounted light fixtures lens and return air slots shall be cleaned monthly or as needed.

7.2 All mini blinds or other window coverings shall be vacuumed and/or wiped cleaned monthly or as needed

7.3 All baseboards shall be cleaned monthly or as needed

7.4 All air supply and return grills shall be thoroughly cleaned monthly or as needed

8.0 STAIRWAYS AND LANDING

8.1 Landing and treated surfaces shall be free of dirt, dust and other foreign substances and shall present an overall appearance of cleanliness. Railings ledges grills, fire apparatus and doors shall be free of dust and foreign substances

8.2 Glass surfaces shall be cleaned and free of obvious dust or smudges

9.0 ELEVATOR CLEANING

9.1 Floor coverings shall be vacuumed and/or dusted damp mopped daily

9.2 Exterior and interior sides of doors and trim shall be dusted daily

9.3 Cabs shall be damp wiped daily and washed as needed

9.4 Control and dispatch panels shall be cleaned and dusted

9.5 Elevator thresholds shall be cleaned daily

10.0 FLOOR CLEANING

10.1 Hard surfaced floor coverings in public areas such as tile shall be dusted and spot mopped daily, spray buffed. In larger buildings, auto scrubbing and high speed burnishing shall be performed daily to keep floor to high gloss.

10.2 Concrete floors and floors in custodial closets shall be dust mopped daily and damp mopped monthly.

10.3 Tile floors in juvenile/adult detention areas shall be dust and damp mopped daily and scrubbed weekly and scrubbed and sealed semi-annually or when funding is available.

10.4 Floors shall be stripped/scrubbed on a quarterly basis or when funding available

11.0 CARPET CARE

11.1 All carpet areas shall be thoroughly vacuumed daily.

11.2 Carpeted surfaces shall be free of obvious dirt, dust and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. All spillage, dirt accumulation or crust material shall be removed along with spots and stains. There shall not be evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet. Spots, smudges or foreign markings shall have been removed without causing unsightly discoloration on the carpet surfaces.

11.3 Shampooing needs shall be dictated largely by the population or traffic patterns, particularly in public areas such as corridors and elevator lobbies.

11.4 All carpets in high traffic areas shall be cleaned with carpet extractor on a semi-annually basis or when funding is available.

12.0 WINDOW WASHING (AS REQUESTED BY DEPARTMENT)

12.1 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")

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 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 Director or designee so arrangements can be made for the replacement of the glass, if deemed necessary.

12.8 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 or his designee. 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.

12.9 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 Department.

13.0 POWER WASHING (AS REQUESTED BY DEPARTMENT)

13.1 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.

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

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

13.4 Pricing shall be based on square footage of the area being serviced (Exhibit B-1).

13.5 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.

14.0 WASTE DISPOSAL

14.1 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.

15.0 POLICE HEADQUARTERS, 1200 TRAVIS, Houston, Texas 77002

15.1 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.

15.2 The evening shift duties shall include but not limited to all janitorial services and maintaining all common area floors throughout the facility. It will 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.

15.3 Building Information is as follows

Main Building	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.
	16 Elevators
	130 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. (Trash pickup only)
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

16.0 MORRISON POLICE ACADEMY, 17000 Aldine Westfield Road, Houston, Texas77073

16.1 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.

16.2 **RECOMMENDATIONS**

16.2.1 The janitorial service should make a determination of whether or not employees are exposed to lead above the Permissible Exposure Limit of 50 ug/m^3 or the Action Level of 30 ug/m^3working 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.

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

16.2.3 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;

16.2.4 Require the use of disposable shoe covers and gloves for all personnel working in the shooting range;

16.2.5 Require that employees wash their hands before exiting the shooting range and immediately upon exiting the shooting range control room and gun cleaning room.

16.2.6 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;

16.2.7 Wet mop the concrete floor and wet wipe surface areas with a 5% solution of Trisodium Phosphate (TSP);

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

16.2.9 The content of the lead standard and Appendices A and B of 29 CFR 1910.1025;

16.2.10 The specific nature of the operations that could result in exposure to lead above the action level;

16.2.11 The health affects associated with exposure to lead;

16.2.12 Engineering controls, personal protective equipment, and work practices and procedures used to minimize lead exposure.

16.2.13 This facility consists of the following areas of operation:

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
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

Hours of Operation	**Monday thru Friday**
	Day Shift – 7:00 a.m. to 5:00 p.m
	Evening Shift – 4:00 p.m. to 12:00 a.m.

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

17.1 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.

17.2 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
	Approximately 12,017 square ft of useable, occupied area
	Police Area - 10,985 sq. ft.
Vehicle Maintenance	Approximately 293 square ft Restrooms facilities – 1
Hours of Operation	Monday – Friday - Day Shift - . 10:00 a.m. to 4:00 p.m.
	Sat/Sun.- 2 hours
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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

18.1 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.

18.2 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
	Approximately 300,000 square ft of useable, occupied area
Vehicle Maintenance	Approximately 300 square ft Restrooms facilities – 1
Hours of Operation	Monday – Friday - Day Shift - . 10:00 a.m. to 4:00 p.m.
	Sat/Sun.- 4 hours
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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

19.1 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.

19.2 Building Information

Main Building	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 Maintenance	Approximately 140 square ft Restrooms facilities – 1
Hours of Operation	Monday – 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 hours12:00 a.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.

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

20.1 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.

20.2 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
	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
Hours of Operation	Monday – Friday Day Shift - 7:00 a.m. to 3:00 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.

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

21.1 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.

21.2 Building Information

Building 1	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	Approximately 2,523 square ft Restrooms facilities – 1 Elevators - 1
Hours of Operation	Monday – Sunday Day Shift - 7:00 a.m. to 4:00 p.m. Monday – Friday Evening Shift - 4:00 p.m. to 12:00a.m.
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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

22.1 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

22.2 Building Information

Main Building	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
Hours of Operation	Monday – Friday Day Shift - 7:00 a.m. to 4:00 p.m. Saturday/Sunday Day 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.

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

23.1 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.

23.2 Building Information

Main Building	9,176 Square ft.
	1 Story office building
	Restrooms – 6
	Floor covering – Carpet & Concrete
Gas Station	
Hours of Operation	Monday – Sunday Day Shift - 7:00 a.m. to 3:00 p.m.
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

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

24.1 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.

24.2 Building Information

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
Detention (Jail) Areas	
Hours of Operation	Monday – Sunday Day Shift - 7:00 a.m. to 3:00 p.m.
	NOTE: Janitorial/Cleaning personnel are to be on-site three hundred and sixty-five (365) days per year, Including HOLIDAYS.

25.0 ADDITIONS & DELETIONS:

25.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

26.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

27.0 INTERLOCAL AGREEMENT:

27.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

28.0 WARRANTY OF SERVICES:

28.1 *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.

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

28.2 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.

28.3 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.

EXHIBIT B-1

CITY OF HOUSTON
GENERAL SERVICES DEPARTMENT
FACILITY INSPECTION

BUILDING_____ DATE:___/___/___
ADDRESS_____
FLOOR/LEVEL_____ TIME: _____ [] AM [] PM
INSPECTED BY _____ EMP# _____

LOCATION: ENTRANCE / LOBBIES

TASK	SCHEDULE	PERFORMANCE
SWEEP	DAILY	E G S NS
MOP/AUTO SCRUB	DAILY	E G S NS
BURNISH/BUFF	DAILY	E G S NS
SCRUB	MONTHLY	E G S NS
WAX	MONTHLY	E G S NS
FLOOR (CARPET)		
VACUUM	DAILY	E G S NS
SHAMPOO/EXTRACT	QUARTERLY	E G S NS
SPOT CLEANING	DAILY	E G S NS
OTHER		
GLASS, METAL SURFACES	DAILY	E G S NS
CORNERS/WALLS/BASEBOARDS	DAILY	E G S NS
FIXTURES	DAILY	E G S NS
DUSTING LOW	DAILY	E G S NS
DUSTING HIGH	BI-WEEKLY	E G S NS
WATER FOUNTAINS	DAILY	E G S NS

LOCATION: CORRIDORS

		FLOOR
SWEEP	DAILY	E G S NS
MOP/AUTO SCRUB	DAILY	E G S NS
BURNISH/BUFF	DAILY	E G S NS
SCRUB	MONTHLY	E G S NS
WAX	MONTHLY	E G S NS
FLOOR (CARPET)		
VACUUM	DAILY	E G S NS
SHAMPOO/EXTRACT	QUARTERLY	E G S NS
OTHER		
CORNERS/WALLS/BASEBOARDS	DAILY	E G S NS
SPOT CLEANING	DAILY	E G S NS
WATER FOUNTAINS	DAILY	E G S NS

LOCATION: ELEVATORS / ESCALATORS / STAIRWELLS

TREADS	DAILY	E G S NS
GLASS	DAILY	E G S NS
WALLS, PANELS	DAILY	E G S NS
STEPS, LANDINGS	DAILY	E G S NS
RAILS, DOORS	DAILY	E G S NS
FLOOR, CARPET	DAILY	E G S NS

LOCATION: WINDOWS

GLASS	DAILY	E G S NS
SILLS, FRAMES	DAILY	E G S NS
BLINDS	DAILY	E G S NS

LOCATION: JANITOR CLOSETS

CLEANLINESS, ORGANIZATION	WEEKLY	E G S NS
SUPPLIES, EQUIPMENT	WEEKLY	E G S NS
MSDS	WEEKLY	E G S NS

LOCATION: MISCELLANEOUS

AIR VENTS	MONTHLY	E G S NS
STORAGE AREAS	WEEKLY	E G S NS

LOCATION: RESTROOMS/BREAKROOMS/WATER FOUNTAINS

TASK	SCHEDULE	PERFORMANCE
RESTROOMS		
TOILET	DAILY	E G S NS
URINAL	DAILY	E G S NS
SINK	DAILY	E G S NS
MIRRORS	DAILY	E G S NS
FIXTURES/PARTITIONS/WALLS	DAILY	E G S NS
PAPER TOWELS		
TOILET PAPER	DAILY	E G NS
WASTE CANS/TRASH	DAILY	E G S NS
SWEEP/ MOP	DAILY	E G S NS
SCRUB	MONTHLY	E G S NS
WAX	MONTHLY	E G S NS
BREAKROOMS		
SINK	DAILY	E G S NS
FIXTURES/CABINETS	DAILY	E G S NS
COUNTERS	DAILY	E G S NS
TABLES	DAILY	E G S NS
APPLIANCES	DAILY	E G S NS
WASTE CANS/TRASH	DAILY	E G S NS
SWEEP/ MOP	DAILY	E G S NS
SCRUB	MONTHLY	E G S NS
WAX	MONTHLY	E G S NS
WATER FOUNTAINS	DAILY	E G S NS

LOCATION: EXTERIOR & GROUNDS

SIDEWALKS	DAILY	E G S NS
ENTRANCE AREA	DAILY	E G S NS
STAIRWELL	DAILY	E G S NS
LAWN AREA	DAILY	E G S NS
PARKING AREA	DAILY	E G S NS
TRASH AREAS	DAILY	E G S NS
SMOKING AREAS	DAILY	E G S NS

OFFICE-EQUIPMENT AREAS

FURNITURE EQUIPMENT	DAILY	E G S NS
DOORS, KICK PLATES	DAILY	E G S NS
CORNERS/WALLS/BASEBOARDS	DAILY	E G S NS
WASTE BASKETS	DAILY	E G S NS
PARTITIONS	DAILY	E G S NS
LOW DUSTING	DAILY	E G S NS
HIGH DUSTING	BI-WEEKLY	E G S NS
PHONES. LAMPS, EQUIPMENT	DAILY	E G S NS
SPOT CLEAN	DAILY	E G S NS
SWEEP, VACUUM	DAILY	E G S NS
SHAMPOO/EXTRACT	QUARTERLY	E G S NS
SCRUB	MONTHLY	E G S NS
WAX	MONTHLY	E G S NS

COMMENTS:

	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	_____	

EXHIBIT B-2 – Locations

Houston Police Department Managed by General Services Department

Count	Location	Address
1	Acres Home Police Storefront	6919 West Montgomery
2	Airport Police K-9 Unit	2452 Rankin
3	Aldine Police Storefront	10966 North Freeway
4	Broadway Police Storefront	8601 Broadway # 3102
5	Bush IAH Police Substation	3100 Terminal Road B
6	Clear Lake Police Station	2855 Bay Area Blvd.
7	Denver Harbor Police Substation	6402 Market Street
8	East Freeway Police Storefront	12001 A East Freeway
9	Fifth Ward Police Storefront	4014 Market Street
10	Fondern Police Store Front	7567 West Bellfort
11	Gerson Building	33 Artesian
12	Gulfton Police Storefront	5980 Renwick
13	Heights Police Storefront	1127 N. Shepherd
14	Hiram Clarke Police Storefront	14723 Hiram Clarke
15	HPD Fleet Transportation	54 Riesner
16	HPD Lake Patrol	22619 W Shorewood
17	HPD Midwest	7277 Regency Sq.
18	HPD Willowbrook	17395 Tomball Parkway (249) Suite 2b-1
19	Ripley	4401 Navigation
20	Kingwood Police Substation	3915 Rustic Woods Drive
21	Magnolia Park Police Station	7525 Sherman
22	Morrison Police Academy Facility	17000 Aldine Westfield
23	Near North Police Storefront	1335 West 43rd
24	Neartown Police Storefront	802 Westheimer
25	North Police Station	9455 West Montgomery
26	Northeast Police Station	8301 Ley Road
27	Northwest Police Substation	6000 Teague
28	Palm Center Police Storefront	5330 Griggs Road, A101
29	Police Administration	61 Riesner
30	Police Bike Detail	49 Riesner
31	Police Fleet Administration	52 Riesner
32	Police Fleet Maintenance	54 Riesner
33	Police Headquarters	1200 Travis
34	Police Helicopter Patrol	8402 Larson

Houston Police Department Managed by General Services Department

Count	Location	Address
35	Police Memorial	2400 Memorial
36	Police Motor Pool	53 A Riesner
37	Police Mounted Patrol	5005 Little York
38	Police S. W. A. T.	1500 West Dallas
39	Police Special Operations	1900 Rusk (GRBCC)
40	Police Uniform Supply	700 Houston Avenue
41	Police Vehicle Exam/Auto Theft	1300 and 1305 Dart
42	Ranchester Police Storefront	9146 Bellaire
43	Reed Road Police Storefront	3511 Reed Road
44	South Central Police Station	2202 St Emanuel
45	South Gessner Police Station	8605 West Place Dr.
46	Southmore Police Storefront	3711 Southmore
47	Southwest Police Substation	4503 Beechnut
48	Spring Branch Police Storefront	8400 Longpoint
49	Stringfellow South Police Station	8300 Mykawa
50	Telephone Road Police Storefront	10201 Telephone Road
51	West Police Station	3203 S Dairy Ashford
52	Westbury Police Storefront	-5600 S. Willow

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
MWBE REQUIREMENTS

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the Mayor's Office of Business Opportunity (MOBO) Director ("the Director")

2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the MOBO.

   c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

   d. In the event the American Arbitration Association no longer administers MOBO arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of $100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the MOBO policy and/or ordinance contact MOBO at (832) 393-0600, 611 Walker, 7th Floor, Houston, Texas 77002.

ATTACHMENT "D"

CITY OF HOUSTON
MAYOR'S OFFICE OF BUSINESS OPPORTUNITY & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT

Report Period _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT No.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____ M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF MOBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBEs to reflect up/down variances on contract amount

MOBO
ATTN: Carlecia D. Wright, 832-393-0600
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, Curtis McLemore (Name) (Print/Type) Chief Executive Officer (Title) as an owner or officer of

McLemore Building Maintenance, Inc. (Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

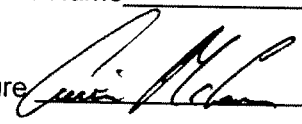
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date May 23, 2012

Contractor Name Curtis McLemore

Signature 

Title Chief Executive Officer

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

I, Curtis McLemore Chief Executive Officer
(Name)(Print/Type) **(Title)**

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

May 23, 2012
Date

Curtis McLemore
Contractor Name

Signature

Chief Executive Officer
Title

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

I, _____
(NAME) **(PRINT/TYPE)**

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

DATE

CONTRACTOR NAME

SIGNATURE

TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, Curtis McLemore (Name) (Print/Type) Chief Executive Officer (Title) as an owner or officer of McLemore Building Maintenance, Inc. (Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 11/1/11 to 5/1/, 20 12.

Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

Initials — From 4/1/12 (Start date) to 4/30/12 (End date) the following test has occurred

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	18	0	0	18
Number Employees Positive	0	0	0	0
Percent Employees Positive	0%	0%	0%	0%

Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

May 23, 2012
(Date)

Curtis McLemore
(Typed or Printed Name)

(Signature)

Chief Executive Officer
(Title)

EXHIBIT "H"
FEES AND COSTS

Bid Item #	Description of Service – Janitorial/Location	UOM	Unit Price Yr 1
1	Acres Home Police Storefront	Monthly	$26.93
2	Airport Police K-9 Unit	Monthly	$3.83
3	Aldine Police Storefront	Monthly	$145.55
4	Broadway Police Storefront	Monthly	$99.41
5	Bush IAH Police Substation	Monthly	$33.45
6	Clear Lake Police Station	Monthly	$36.70
7	Denver Harbor Police Substation	Monthly	$24.34
8	East Freeway Police Storefront	Monthly	$99.41
9	Fifth Ward Police Storefront	Monthly	$39.77
10	Gerson Building	Monthly	$1,444.66
11	Gulfton Police Storefront	Monthly	$99.41
12	Heights Police Storefront	Monthly	$99.41
13	Hiram Clarke Police Storefront	Monthly	$99.41
14	HPD Lake Patrol	Monthly	$165.68
15	HPD Willowbrook	Monthly	$99.41
16	Kingwood Police Substation	Monthly	$21.51
17	Magnolia Park Police Station	Monthly	$31.64
18	Morrison Police Academy Facility	Monthly	$4,026.49
19	Near North Police Storefront	Monthly	$149.12
20	Neartown Police Storefront	Monthly	$99.41
21	North Police Station	Monthly	$7,363.41
22	Northeast Police Station	Monthly	$1,149.77
23	Northwest Police Substation	Monthly	$174.44
24	Palm Center Police Storefront	Monthly	$99.41
25	Police Bike Detail	Monthly	$78.53
26	Police Fleet Administration	Monthly	$113.15
27	Police Headquarters	Monthly	$24,835.08
28	Police Helicopter Patrol	Monthly	$974.96
29	Police Memorial	Monthly	$24.85
30	Police Motor Pool	Monthly	$74.55
31	Police Mounted Patrol	Monthly	$172.00
32	Police S. W. A. T.	Monthly	$356.47
33	Police Special Operations	Monthly	$1,455.17
34	Police Uniform Supply	Monthly	$214.06
35	Police Vehicle Exam/Auto Theft	Monthly	$152.70
36	Ranchester Police Storefront	Monthly	$165.68
37	Reed Road Police Storefront	Monthly	$218.70
38	Ripley Police Storefront	Monthly	$198.81
39	South Central Police Station	Monthly	$344.00
40	Southmore Police Storefront	Monthly	$177.51
41	Spring Branch Police Storefront	Monthly	$230.47

Bid Item #	Description of Service – Janitorial/Location	UOM	Unit Price Yr 1
42	Stringfellow South Police Station	Monthly	$7,152.18
43	Telephone Road Police Storefront	Monthly	$99.41
44	West Police Station	Monthly	$9,745.45
45	Westbury Police Storefront	Monthly	$99.41
46	HPD Midwest	Monthly	$1,949.93
47	Fondern Police Store Front	Monthly	$113.32
48	HPD Fleet Transportation	Monthly	$60.93
49	Police Fleet Maintenance	Monthly	$121.87
50	South Gessner Police Station	Monthly	$2,396.79
51	Southwest Police Substation	Monthly	$243.74

Bid Item #	Description of Service – Porter/Location	UOM	Unit Price Yr 1
1	Airport Police K-9 Unit	Monthly	$172.86
2	Bush IAH Police Substation	Monthly	$2,041.08
3	Clear Lake Police Station	Monthly	$1,444.38
4	HPD Midwest	Monthly	$1,271.52
5	Kingwood Police Substation	Monthly	$1,271.52
6	Magnolia Park Police Station	Monthly	$1,444.38
7	Morrison Police Academy Facility	Monthly	$1,483.44
8	North Police Station	Monthly	$2,041.08
9	Northeast Police Station	Monthly	$2,041.08
10	Northwest Police Substation	Monthly	$1,271.52
11	Police Headquarters	Monthly	$259.29
12	Police Mounted Patrol	Monthly	$1,530.81
13	South Central Police Station	Monthly	$423.84
14	Southwest Police Substation	Monthly	$1,530.81
15	Stringfellow South Police Station	Monthly	$6,876.67
16	West Police Station	Monthly	$1,915.59

Bid Item #	Description of Service – Recycling/Location	UOM	Unit Price Yr 1
1	Clear Lake Police Station	Each	$4.30
2	Gerson Building	Each	$4.30
3	HPD Lake Patrol	Each	$4.30
4	HPD Midwest	Each	$4.30
5	Kingwood Police Substation	Each	$4.30
6	Magnolia Park Police Station	Each	$6.88
7	Morrison Police Academy Facility	Each	$5.16
8	Neartown Police Storefront	Each	$4.30
9	North Police Station	Each	$6.88
10	Northeast Police Station	Each	$4.30
11	Police Headquarters	Each	$10.32
12	Police Helicopter Patrol	Each	$4.30
13	Police S. W. A. T.	Each	$4.30

Bid Item #	Description of Service – Recycling/Location	UOM	Unit Price Yr 1
14	Police Uniform Supply	Each	$4.30
15	South Central Police Station	Each	$6.88
16	Southwest Police Substation	Each	$5.16
17	Stringfellow South Police Station	Each	$25.80
18	West Police Station	Each	$4.30

Bid Item #	Description of Service – Window-washing /Location	UOM	Unit Price Yr 1
1	Gerson Building	Each	$429.97
2	HPD Lake Patrol	Each	$169.93
3	Magnolia Park Police Station	Each	$68.78
4	Morrison Police Academy Facility	Each	$135.03
5	North Police Station	Each	$203.81
6	Northeast Police Station	Each	$189.15
7	Northwest Police Substation	Each	$70.80
8	Police Administration	Each	$927.02
9	Police Headquarters	Each	$1,618.37
10	Police Helicopter Patrol	Each	$68.78
11	Police Mounted Patrol	Each	$91.03
12	South Central Police Station	Each	$108.56
13	Southwest Police Substation	Each	$68.78
14	Stringfellow South Police Station	Each	$154.23
15	West Police Station	Each	$235.68

EXHIBIT "I"
PAY OR PLAY PROGRAM

CITY OF HOUSTON
STANDARD SPECIFICATION
FORM POP 2 (DOCUMENT 00630)

OFFICE OF BUSINESS OPPORTUNITY
CERTIFICATION BY BIDDER
EFFECTIVE 7.1.07

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: McLemore Building Maintenance Inc (Contractor/Subcontractor) $ 1,146,170.56 (Amount of Contract)

Contractor Address: 110 Fargo, Houston TX 77006

Project No.: [GFS/CIP/AIP/File No.] S46-L24177

Project Name: [Legal Project Name] Janitorial Cleaning and Associated Services for The Houston Police

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

[X] Yes [ ] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.

[ ] Yes [X] No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria:
(1) the employer will contribute no less than $150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than $150 per month.

[ ] Yes [X] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. **(NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")**

[X] Yes [ ] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay $1.00 per hour for work performed.

[X] Yes [ ] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[X] Yes [ ] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	9	52
Covered Employees	0	0
Non-Covered Employees	9	52
Exempt Employees	0	0

*Required

I hereby certify that the above information is true and correct.

Curtis McLemore — June 27, 2012

CONTRACTOR (Signature) DATE

Curtis McLemore Chief executive Officer

NAME AND TITLE (Print or type)