

THE STATE OF TEXAS

BID # L24176

ORDINANCE # 2012-0610

COUNTY OF HARRIS

CONTRACT #_4600011636

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 **UNICARE 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

City Purchasing Agent for Director
Houston Airport System
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Unicare Building Maintenance, Inc.
11148 Morrison Lane
Dallas, Texas 75229
Phone: 972-922-2375
Fax: 972 808-7696

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

TABLE OF CONTENTS

Page No.

I. PARTIES.....	1
1.0 ADDRESS:.....	1
2.0 TABLE OF CONTENTS:.....	1
3.0 PARTS INCORPORATED:.....	3
4.0 CONTROLLING PARTS:.....	3
5.0 DEFINITIONS:.....	3
6.0 SIGNATURES:.....	4
II. DUTIES OF CONTRACTOR.....	5
1.0 SCOPE OF SERVICES:.....	5
2.0 INDEMNITY AND RELEASE:.....	5
3.0 INDEMNIFICATION PROCEDURES:.....	6
4.0 INSURANCE:.....	6
5.0 WARRANTIES:.....	7
6.0 LICENSES AND PERMITS:.....	8
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:.....	8
8.0 MWBE COMPLIANCE:.....	8
9.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	8
10.0 ENVIRONMENTAL LAWS:.....	9
11.0 CONTRACTOR'S PERFORMANCE:.....	9
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:.....	9
13.0 CONTRACTOR PAY OR PLAY PROGRAM.....	9
III. DUTIES OF CITY.....	10
1.0 PAYMENT TERMS:.....	10
2.0 TAXES:.....	10
3.0 METHOD OF PAYMENT:.....	10
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:.....	10
5.0 LIMIT OF APPROPRIATION:.....	10
6.0 CHANGES:.....	11
IV. TERM AND TERMINATION.....	12
1.0 CONTRACT TERM:.....	12
2.0 NOTICE TO PROCEED:.....	12
3.0 RESERVED:.....	12
4.0 TIME EXTENSIONS:.....	12
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	12
6.0 TERMINATION FOR CAUSE BY CITY:.....	13
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	13
8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:.....	14
V. MISCELLANEOUS.....	14
1.0 INDEPENDENT CONTRACTOR:.....	14
2.0 FORCE MAJEURE:.....	14
3.0 SEVERABILITY:.....	14
4.0 ENTIRE AGREEMENT:.....	14
5.0 WRITTEN AMENDMENT:.....	15
6.0 APPLICABLE LAWS:.....	15
7.0 NOTICES:.....	15

8.0	NON-WAIVER:.....	15
9.0	INSPECTIONS AND AUDITS:.....	15
10.0	ENFORCEMENT:.....	15
11.0	AMBIGUITIES:.....	15
12.0	SURVIVAL:.....	16
13.0	PARTIES IN INTEREST:.....	16
14.0	SUCCESSORS AND ASSIGNS:.....	16
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS:.....	16
16.0	REMEDIES CUMULATIVE:.....	16
17.0	CONTRACTOR DEBT:.....	16

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- B-1. LOCATIONS & EQUIPMENT
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

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):

UNICARE BUILDING MAINTENANCE, INC

WITNESS (if not a corporation):

By: *John Lee*
Name: *John Lee*
Title: *Secretary*

By: *[Signature]*
Name: Sam Son
Title: President
Federal Tax ID Number: 20-3363097

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]
City Secretary

[Signature]
Mayor *[Signature]*

APPROVED:

COUNTERSIGNED BY:

[Signature]
City Purchasing Agent

[Signature]
City Controller *[Signature]*

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.

7/11/2012
Date

[Signature]
Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "B-1"

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 policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

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 its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

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 \$ 76,891.25 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

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 therefor.

**EXHIBIT A
[DEFINITIONS]**

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

"Acceptable" means that services, equipment, and performance meet or exceed the requirement of this Agreement.

"Acceptance" shall be determined by the Director and will be established when the Director determines that the unit or work specified under this Agreement is complete and acceptable.

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

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

"Airports" means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

"Basic Services" means those services described in Work Standards.

"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.

"Company or Contractor" means the entity of whom the City awards this Contract.

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

"Contract or Agreement" means the Agreement and all amendments or change orders thereof made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with this Agreement, in the manner and form as provided by this Agreement.

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

"Contract Term" is defined in Article IV.

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

"Director" mean the Director of the Houston Airport System, or his designee. This Agreement designates certain function to be performed by the Director. For the purposes of this Agreement those functions are assigned to the Chief Procurement Officer of Aviation, Supply Chain Management Division. The Chief Procurement Officer of Aviation, Supply Chain Management Division may delegate certain functions to other HAS employees, with the approval of the Director.

"EFD" means Ellington Airport.

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

“Emergency” means unscheduled work that needs to commence within a 1 – 2 hour time frame.

“Force Majeure” means events beyond the reasonable control of a party to this Contract, which is limited to act of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm of loss that is occasional by such work stoppage.

“Governing Body” means the Mayor and City Council of the City of Houston.

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

“HOU” means William P. Hobby Airport.

“Houston Airport System (HAS)” means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD) and the Houston Airport System Administration Buildings.

“IAH” means George Bush Intercontinental Airport/Houston.

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

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

“Other Work/Services” means those services described in Scope of Work as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director’s written request.

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

“Schedule” the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director

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

**EXHIBIT "B"
SCOPE OF WORK**

**SCOPE OF WORK/SPECIFICATIONS
GENERAL SPECIFICATIONS**

1.0 INVOICING

- 1.1 The Proposer shall submit its invoices for work completed on a form(s) approved in advance by the Director and/or designee; invoices shall be accompanied by support documents requested by the Director and/or designee.
- 1.2 Each invoice submitted shall be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division / Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

- 1.3 The Houston Airport will accept invoices submitted electronically along with required support information, such as Outline Agreement Number and Service Release Orders (SRO) Number. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single e-mail.

1.3.1 Requirements are as follows:

- 1.3.1.1 Submit invoices in "TIFF" format.
- 1.3.1.2 Submit to has.accountspayable@houstontx.gov

- 1.4 Invoices submitted for services performed as the result of change order require a copy of the applicable change order attached to the original and each of the two (2) invoice copies.
- 1.5 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director's and/or designee written request to be attached to the original and each of the two (2) invoice copies.

2.0 MINIMUM WAGE and EMPLOYEE BENEFITS

- 2.1 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

- 2.2 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.

- 2.3 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.
- 2.4 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).

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**SECTION B
SCOPE OF WORK/SPECIFICATIONS
SPECIFICATIONS FOR FACILITIES MAINTAINED
BY THE HOUSTON AIRPORT SYSTEM**

1.0 GENERAL

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

2.0 SCOPE OF WORK

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

George Bush Intercontinental Airport (IAH)

2.1.1	Airport Services Complex at 4500 Will Clayton Parkway and certain other facilities including, but not limited to the Operations (OPS) Building at 4775 Will Clayton, the OPS trailer (adjacent to the OPS Bldg)
2.1.2	Supply Chain Management Building at 18600 Lee Road
2.1.3	* Taxi Lounge and adjacent trailer at 5051 Wright Road
2.1.4	Fitness Facility at 5050 Wright Road
2.1.5	One Stop Federal Inspection Station (FIS) Bldg at 19581 Lee Road
	Modified Facility
	<ul style="list-style-type: none"> • Taxi Modular Lounge & Adjacent Restroom Trailer

Ellington Airport (EFD)

2.1.6	Administration Building #B510 located at 6100 Farley
2.1.7	Airfield & Grounds Facilities located at 6100 Farley Road; and other facilities including, but not limited to T-Hangars.

3.0 WORK SITE

3.1 The site of work is the Houston Airport System's various locations. The areas to be serviced are located at George Bush Intercontinental Airport (IAH) and Ellington Airport (EFD).

4.0 CONTRACTOR'S PERSONNEL

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

4.2 Project Manager

4.2.1 Contractor shall designate a Project Manager, with at least three years of supervisory experience in the cleaning and janitorial trade, who shall be responsible for overall management and coordination of this Agreement. The Project Manager shall be available by means of a local or toll-free telephone number during normal working hours and shall act as the central point of contact with the HAS. When work under this Agreement is performed during other than normal working hours, an individual may be designated by the Contractor to act for the Project Manager. During the Contractor's Phase-In, the Contractor shall provide in writing to HAS the address and a local or toll-free telephone number at which the Project Manager or their representative may be reached during all work shifts. The use of

telephone recording and/or answering devices or services is NOT acceptable for this requirement.

4.2.2 Designation a Project Manager

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

4.2.3 Duty Assignment

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

4.2.4 Employee List

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

4.2.5 Employee Identification

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

4.2.6 Personnel Uniforms

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

5.0 TRAINING

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

6.0 HEALTH AND SAFETY REQUIREMENTS

6.1 Regulatory Requirements

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

6.2 Safety Measures

6.2.1 Workers must be instructed in appropriate safety measures and must not place mops, brooms, machines, or other equipment in traffic lanes or other locations that could create safety hazards. Appropriate signs must be provided and placed by the Contractor to mark areas that are slippery or

unsafe due to cleaning and janitorial work operations. Cleaning and Janitorial workers must yield to foot traffic.

6.3 Health and Safety

6.3.1 Health and Safety Precautions

The Contractor shall ensure the following health and safety measures are adhered to at all times:

6.3.1.1 Cleaning and janitorial personnel shall wear protective gloves when cleaning bathrooms and break rooms.

6.3.1.2 Disposable gloves shall be disposed of and proper hand washing procedures must be followed after cleaning in each area to prevent cross-contamination.

6.3.1.3 When non-disposable gloves are used, these must be properly washed and disinfected before used in another area to prevent cross-contamination.

6.3.1.4 No unwrapped toilet paper is permitted in the restrooms unless it is properly installed in the toilet paper dispenser. Any rolls of paper left on the stall shelves/counter must be in original wrappers. No rolls of toilet paper are to be left on the floor.

6.3.1.5 No bathroom products are to be stored in the bathrooms.

6.3.1.6 Soap containers must be replaced when empty in a timely manner.

6.3.1.7 Toilet seat cover dispensers must be refilled in timely manner.

6.3.1.8 After cleaning toilet bowls and urinals, cleaning personnel must ensure no chemicals are left in the bowls and urinals. Toilet and urinals must be flushed after cleaning to ensure no chemicals are left behind that could splash upward and contact exposed skin.

6.3.1.9 An adequate number of "caution wet floor" signs must be used instead of moving one or two around as crews clean a building. Signs must not be removed until floors are dry.

6.3.1.10 Chemicals must be stored, mixed, and used in accordance with manufacturers' recommended procedures.

6.4 Stop-Work

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

6.5 Damage Reports

In all instances where HAS property or equipment is damaged by the Contractor, an original damage report must be delivered to the facility manager the next normal working day of occurrence. The report shall explain the circumstances of the accident and the extent of damage. Contractor shall bear all costs of repairing or replacing damaged property.

6.6 Accident Reports

Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. Contractor shall provide a verbal report to HAS within one normal working day of occurrence. Contractor shall

cooperate with the Houston Airport System's Safety Officer, providing written documentation and any information required for their records.

6.7 Fire Regulations

Contractor shall comply with HAS Fire Codes. The Contractor shall instruct its personnel on the fire regulation.

6.8 Environmental Requirements

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

7.0 PHYSICAL SECURITY OF WORK AREAS

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

7.1.2 Key Control

7.1.2.1 Key Control Plan.

Contractor may receive keys, furnished by HAS, to allow access to facilities and areas within facilities. The Contractor shall establish and implement a Key Control Plan to ensure that all keys issued to the Contractor by HAS are not lost or misplaced nor used by unauthorized personnel. Contractor shall not duplicate, or cause to be duplicated, any key issued to Contractor by HAS. Work crew supervisors will be issued only one key per building. *Contractor shall provide a written Key Control Plan to HAS during Contractor's Phase-In. The Plan must be updated annually or as changes occur and submitted to HAS.* The Key Control Plan must be approved by HAS before the work commences.

7.1.2.2 Access Control

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

7.1.2.3 Loss of Keys

Contractor shall report the loss of a key as soon as possible to HAS, but no later than 10:00 a.m. the next working day after discover.

7.1.2.4 Key Replacement

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

7.1.2.5 Confidentiality

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

7.2 Building Security

7.2.1 Access to Secure Areas

Contractor's personnel will be escorted through areas that are secured under the requirements of 14CFR Parts 107 and 108 or any area that is otherwise locked. Contractor shall coordinate access to secured areas with HAS. Contractor's employees identified on Contractor's employee roster, wearing identification badges, and complying with Airport security procedures will be allowed access to facilities.

Contractor's employees shall not allow the use of keys in their possession by any other person to gain access to locked rooms or areas; employees shall not open locked rooms or areas to permit entrance by persons other than Contractor's employees performing their duties. Contractor's employees shall not leave any room(s) found locked left unattended during the cleaning process and Contractor's cleaning and janitorial personnel shall re-lock such room(s) after completion of cleaning duties.

7.2.2 **Area Check-Out**

Upon completion of their duties, cleaning and janitorial personnel shall turn off all lights in unoccupied areas, unless otherwise directed by HAS, and close doors.

8.0 **ENERGY CONSERVATION**

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

8.1.1 Instructing personnel to conserve energy by turning off unneeded equipment and utilities (including electricity and water).

8.1.2 Using lights only in areas where work is actually being performed.

8.1.3 Allowing adjustment of mechanical equipment controls for heating, ventilation, and air conditioning systems only by authorized technicians.

8.1.4 Turning off water faucets or valves after required usage has been accomplished.

9.0 **ITEMS NOT TO BE MOVED**

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

10.0 **EMERGENCY RESPONSE**

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

11.0 **FRAUD, WASTE, AND ABUSE**

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

12.0 **SECURITY BADGES**

12.1 Contractor shall comply with all applicable Federal rules governing security at the Airport, as there may be amendments from time to time.

12.2 All on-site personnel of Contractor, including subcontractors that perform services under this Agreement are required to undergo a fingerprint-based criminal history records check. Contractor shall provide, at its expense, Airport security-approved clearance for each individual assigned to perform

service under this Agreement.

12.3 Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors personnel. On-site personnel shall wear identification badges in the chest area at all times while on airport property. The cost of badges, which is subject to change, is currently \$55.00 per badge at IAH and \$16.00 at EFD. Cost for the fingerprint-based criminal history records check is reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacement thereof. The personnel losing badges will be charged for replacement badges at the then current rate. Badge is valid for one year and renewable at the prevailing cost. Current annual renewal cost for each badge is \$16.00.

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

13.0 AIRPORT CUSTOMS SECURITY AREA BOND

13.1 Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The recommended contractor shall contact the Customs Border Protection Airport Security Office by telephone at 281-230-4641 or 281-230-4643 or email cbpbadgingauthority@dhs.gov in order to obtain the bond form.

13.2 The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.

EXAMPLE:	10 Employees	Bond Amount \$10,000.
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14.0 PUBLIC RELATIONS

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

15.0 PHASE-IN

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

15.1.1 Contractor's Phase-In Responsibilities

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

16.0 PHASE-OUT

16.1 Contractor recognizes that the services provided by this Agreement are vital to HAS's overall efforts to provide a safe and efficient Airport environment; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of this Agreement, a successor may continue these services; that its successor contractor will need Phase-In training; and that the Contractor must cooperate in order to effect an orderly and efficient transition. Accordingly, the Contractor agrees to provide Phase-Out services for up to thirty (30) days prior to Agreement expiration to its successor contractor at no extra charge to HAS. Phase-Out orientation comprises a maximum of thirty (30) working days, 8 hours per day. Orientation may include work procedures, record keeping, and reports. The Contractor shall be totally responsible for providing the services called for by this Agreement during its Phase-Out period. The Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the service herein. The Contractor agrees to disclose necessary personnel records and to allow its successor to conduct on-site interviews with its employees, provided the Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accordance with all applicable laws, statute, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

17.0 MATERIAL SAFETY DATA SHEETS (MSDS)

17.1 Contractor shall furnish the Director and/or designee all Material Safety Data Sheet (OSHA Form 174), for each product used in each facility. A MSDS must accompany each product shipment to the facilities.

18.0 PRE-PERFORMANCE CONFERENCE

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

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

19.0 PERFORMANCE EVALUATION MEETINGS

19.1 Contractor's Project Manager shall meet with HAS at least weekly during the first month of this Agreement and once per month thereafter at the discretion of the Director and/or designee to discuss Contractor's performance. HAS reserves the right to change the frequency of the meetings depending upon the quality of service provided by the Contractor. The Contractor shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director and/or designee; and issue copies of the minutes to all attendees within four business days of each meeting.

20.0 CONTINGENCIES

20.1 HAS must meet certain objectives of readiness for emergencies, natural disaster, and other contingencies and must react to such contingencies without delay. Such reaction may have an impact upon the Contractor's operation. In order to plan for such events, the Contractor shall prepare a Contingency Plan during Contractor's Phase-In showing in detail how Contractor shall act in the event of:

- 20.1.1 Natural disasters such as a major storm, floods, high winds.
- 20.1.2 Labor dispute or strike by the Contractor personnel.
- 20.1.3 The Plan must be updated on an annual basis or as changes occur and submitted to the City.

21.0 QUALITY ASSURANCE (QA)

- 21.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review meetings, Contract Administration records detailing any late or defective service, and customer complaints.
- 21.2 HAS maintains the right to conduct inspections of the cleaning and janitorial records and logs without prior notice to the Contractor. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.
- 21.3 All deficiencies identified through an inspection require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) business days of receipt of report.

22.0 QUALITY CONTROL (QC)

- 22.1 Contractor shall develop and maintain a complete Quality Control plan to ensure the requirements of this Agreement are provided as specified. The Contractor's QC plan, at a minimum, must include a description of how each of the Work Standards specified in Section 35.0 will be designed and accomplished. The Contractor shall provide the QC plan to HAS in writing during the Contractor's Phase-In, and provide updates to the quality control plan five normal days prior to implementing any changes.
- 22.2 Monitoring
The Contractor's QC plan must describe specific monitoring techniques for all Agreement services. The QC plan must also describe an inspection system that covers all the services stated in the Cleaning and Janitorial Work Schedule. It must specify areas to be inspected on either a scheduled or non scheduled basis, how often inspections will be performed, and the position of the individual(s) who will perform each inspection. The plan must include a method of identifying and correcting deficiencies in the quality of service, before the service becomes unacceptable.
- 22.3 QC Inspection Sheets
Contractor shall provide a copy of each Contractor Quality Control Inspection Sheet to HAS at the beginning of each normal working day, for work that was performed and inspected the previous day or night. Contractor shall maintain a file of all inspections conducted by the Contractor and the corrective actions taken. This file must be made available to HAS immediately upon request.
- 22.4 QC Autonomy
The Contractor's quality control organization must be independent from any other divisional entity and have direct accountability only to the Contractor.

23.0 DEFINITIONS

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

- 23.2 **Defect** Each instance of non-compliance with an Agreement requirement. A defect may be caused by either non-performance or poor performance. Each defect is subject to deductions.
- 23.3 **Detergent** Term referring to any cleaning agent chemically different from soap. Detergents include surfactants and may contain a variety of other ingredients such as builders, emulsifiers, corrosion inhibitors; suds control agents, enzymes, coloring agents, and fragrances.
- 23.4 **Disinfectant** Chemical used to kill disease-causing bacteria and/or viruses on various surfaces.
- 23.5 **Extraction** Method of carpet cleaning in which a cleaning solution is injected into the carpet and the soiled solutions quickly vacuumed back into the extraction machine.
- 23.6 **Material Safety Data Sheet (MSDS)** A document that chemical manufacturers supply with their products to describe the chemical's general properties, its hazards, and how to safely use, handle, and store the product.
- 23.7 **Neutral Cleaner** Mild cleaning chemical that is neither highly acid nor alkali.
- 23.8 **Quality Assurance (AQ)** Those actions taken by HAS to determine that the services received meet the Agreement requirements. Quality Assurance Evaluators are HAS inspectors responsible for checking Contractor performance.
- 23.9 **Quality Control (QC)** Those actions taken by Contractor to ensure that the standards and requirements of the Contract are met.
- 23.10 **Spot** A temporarily discolored, marked, soiled area or stain caused by a foreign substance presently or previously on the surface.
- 23.11 **Units of Measure, Other Work/Services** Units of measure applicable to Other Work/Services cleaning and janitorial services are:

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

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

AQL - Acceptable Quality Level

ADR - Agreement Discrepancy Report
CID - Commercial Item Description
FS - Federal Specification
MSDS - Material Safety Data Sheet
OSHA - Occupational Safety and Health Act
QA - Quality Assurance
QC - Quality Control
SF - Square Feet or Square Footage

25.0 HAS FURNISHED PROPERTY AND SERVICES

25.1 Equipment and Supplies Storage Space

HAS will provide a minimal amount of storage space for Contractor's use in Airport Services Complex facilities at 4500 Will Clayton Parkway, 18600 Lee Road, and in designated areas at EFD. The Contractor shall maintain these spaces in accordance with work standards specified in Section 35.0. The Contractor shall take necessary precautions to prevent fire hazards, objectionable odors, and vermin. The Contractor shall be responsible for properly equipping and maintaining these spaces in accordance with safety, physical security, environmental, and fire regulations. Any other storage space required by Contractor must be provided by Contractor at its cost.

25.2 Storage of Combustible Materials

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

26.0 CONTRACTOR FURNISHED PROPERTY

26.1 General

Contractor shall furnish everything to perform all requirements of this Agreement, except that which is specified in Section 29.0. All Contractor furnished property and material must meet applicable federal, state, and City laws, codes, and regulations. Contractor shall use only those Contractor furnished items that are determined to be satisfactory by HAS in performance of this Agreement.

26.2 Contractor Furnished Equipment

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

26.2.1 Maintenance Equipment

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

26.2.2 Protective and Safety Features

All equipment and tools shall be used in such manners that will not scar or mark walls or other surfaces. Larger equipment and tools shall be equipped with non-marking rubber, vinyl, or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment must be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards must be properly maintained. Equipment with improper bumpers or guards must be removed from service immediately. Damages caused by the Contractor's equipment must be repaired at no expense to HAS. Electrical equipment must be equipped with non-marking, 3-conductor, grounded plug electrical cord.

26.2.3 Protective Equipment

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

26.2.4 Protective Clothing and Gear

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

26.2.5 Custodial Carts

Contractor shall furnish all custodial carts.

26.2.6 Permits

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

26.2.7 Vehicles

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

27.0 RESTRICTED MATERIALS

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

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

28.0 CHEMICALS

Contractor shall use chemicals formulated for long-lasting superlative performance in severe service environments. Unless otherwise noted, product reference is S.C. Johnson Professional, or approved equals. A list of chemicals, intended use, MSDS sheet, applicable specifications, trade name, and manufacturer must be submitted to HAS during the Contractor's Phase-In, with certifications that the chemicals meet or exceed this Agreement requirement. Chemicals must be stored and delivered to the jobs site in the original labeled containers. Labels must include the chemical name, instructions for use, and hazards. Standards for typical cleaning chemicals are listed below. The Contractor may use other chemicals when needed to meet the performance standards described in Section 35.0. The Contractor shall submit the same information to, and receive approval from the City, prior to substitution of chemicals use for work on this Agreement.

28.1 Neutral Detergent

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

- 28.2 Germicidal Detergent
Contractor shall use a sanitizer germicidal detergent concentrate in various dilutions for disinfecting rest rooms, locker rooms, drinking fountains, and food services areas. A quaternary ammonium germicidal detergent concentrate must be used. *Product reference is S.C. Johnson "Triad," or equal.*
- 28.3 Acid Type Bowl Cleaner
A phosphoric acid type bowl cleaner must be used in toilet bowls and urinals to remove scum, rust, and scale build-up caused by mineral deposits in the water. Cleaners of any type that contain hydrochloric (muriatic) acid must not be used by the Contractor. *Product reference is S.C. Johnson "Crew Toilet Bowl Cleaner," or equal.*
- 28.4 Lotion Type Cleaner
A cream or lotion type cleaner must be used to remove soil from washable walls, doors, furniture and fixtures whenever a solution of neutral detergent or germicidal detergent is not effective in removing the soil. *Product reference is S.C. Johnson "Crew Cream Cleaner," or equal.*
- 28.5 Stainless Steel Cleaner and Polish
Contractor shall use a stainless steel cleaner and polish to remove dirt, grease, and film and leave a protective coating for metal furniture, fixtures, and anywhere else stainless steel is located.
- 28.6 Furniture Polish, FS P-P-553
Contractor's Furniture polish must be used only on unsealed wood furniture or paneling and only to restore the natural moisture of the wood and not as a cleaner. *Product reference is S.C. Johnson "Shine Up," or equal.*
- 28.7 Water Based Degreaser
Contractor shall use a water-based degreaser, if necessary, to remove petroleum based soils. However, the degreaser must not be used on floors that have been sealed or finished. *Product reference is S.C. Johnson "J-Shop Heavy Duty Industrial Cleaner," or equal.*
- 28.8 Glass Cleaner
Contractor's glass cleaner liquid must be suitable for use on glass and glass-mirror surfaces to produce a clean, bright, spot and streak-free surface. *Product reference is S.C. Johnson "Glance," or equal.*
- 28.9 Sweeping Compounds
When necessary to prevent visible clouds of dust, Contractor shall use sweeping compounds before sweeping.
- 28.10 Metal-linked Polymer Floor Finish
A metal-linked polymer floor finish must be used on non-carpeted floors. The metal link polymer floor finish must be maintained by spray buffing the floor with a solution of fifty-percent each, floor finisher and water, or with a commercial spray-buff product. *Product reference is S.C. Johnson "Complete," or equal.*
- 28.11 Water Emulsion Concrete and Terrazzo Floor Seal
A Water emulsion concrete and terrazzo floor seal must be used to seal smooth concrete and to prepare terrazzo floor before applying a metal link polymer floor finish. Contractor shall use a commercial-grade floor sealer for all non-resilient (terrazzo and concrete) floors under heavy foot traffic. The product must resist scuffing, heal marks, and detergents, and provide a smooth, receptive surface for application of all floor finishes. *Product reference is S.C. Johnson "Fortify," or equal.*
- 28.12 Floor Finish Remover
Contractor's floor finish remover must be a concentrated liquid floor finish stripper with no-rinse feature. Floor finish remover must be a free-flowing liquid, formulated as to penetrate old and dirty metal-

complexes polymer emulsion finishes permitting their subsequent removal by a mop or scrubbing machine. Floor finish remover must be suitable for use on, and not be harmful to, any type of hard, resilient flooring. *Products references are S.C. Johnson "Pro-Strip" or "Freedom," or equal.*

28.13 Spray Buff

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

28.14 Shampoo and Carpet extraction Cleaner Concentrate

Contractor shall use a liquid shampoo and carpet extraction cleaner concentrate that contains detergents, optical brighteners, and corrosion inhibitors. The product must have low-foam properties and resist re-soiling.

28.15 Rug and Upholstery Cleaner

Contractor's rug and upholstery cleaner must be a liquid cleaner that foams when applied, dries quickly without penetrating fabric, and requires no rinsing. Product must be designed for spot-cleaning rugs, carpets, and upholstery.

28.16 Ready-to-Use Multi-Purpose Cleaner

Contractor's multi-purpose cleaner must be a water-soluble product suitable for cleaning all types of washable surfaces without leaving streaks or smudges.

28.17 Dust mops Treating Compound

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

28.18 Gum Remover

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

28.19 Air Freshener

Contractor's air freshener product must be formulated to continually neutralize odors and freshen air in restrooms. Air Fresheners include dispensers, cartridges, batteries and any expendables. Fragrance(s) must be submitted for HAS approval. *Product reference is S.C. Johnson "Good Sense," or equal.*

29.0 HAS-FURNISHED SUPPLIES

HAS will furnish the following materials to Contractor for the performance of the work.

- 29.1 Toilet tissue
- 29.2 Paper towels
- 29.3 Trashcan liners.
- 29.4 Trashcans (large and small)
- 29.5 Trash dumpsters
- 29.6 Soap for dispensers
- 29.7 Toilet seat covers
- 29.8 Feminine Hygiene Products

30.0 OBTAINING HAS-FURNISHED MATERIALS

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

31.0 CONTROL OF HAS-FURNISHED MATERIALS

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

32.0 CONTRACTOR-FURNISHED SUPPLIES

Contractor shall furnish all materials and cleaning supplies required to perform the work (except for HAS-furnished supplies specified in Section 29.0). Contractor-furnished supplies shall meet specifications detailed in Section 26.0 Contractor-furnished supplies include, but are not limited to, the following:

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

33.0 SPECIFIC TASKS

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

34.0 BASIC SERVICES

Contractor shall furnish all supervision, labor, equipment, tools, transportation, materials, and specified supplies and other incidentals as required providing cleaning and janitorial services for buildings and facilities listed in Exhibit "B1." The Contractor must provide service in accordance with Section 34.3 Basic Services List/Frequency which details general task Section 35.0 Work Standards.

- 34.1 The anticipated initial schedule for accomplishing the work is as follows in Exhibit B1. The Contractor shall provide service 52 weeks-per-year. Certain Basic Service tasks (i.e. carpet extraction, floor stripping and waxing) may be scheduled for performance on hours other than above as approved by HAS.
- 34.2 Contractor shall develop and provide service plans and schedules to cover all work to be performed for review and approval by HAS during contractor's phase-in. HAS reserves the right to designate specific cleaning times for those building areas whose occupants require cleaning and janitorial services be performed during a given time period. At any time during the term of this Agreement, HAS may give written notice of a change, addition, or deletion of the cleaning times specified. The Contractor shall adjust its service plans and schedules accordingly, and submit a revised schedule to HAS within five normal working days after receiving notification from HAS.
- 34.3 Basic Services List/Frequency. Contractor shall perform each Basic Services work task at the following frequencies, as a minimum.
 - 34.3.1 Perform one or more times each service day (depend on facility):
 - 34.3.1.1 Remove Trash
 - 34.3.1.2 Clean ash trays at building entrances
 - 34.3.1.3 Vacuum carpeted floors and rugs

- 34.3.1.4 Sweep non-carpeted floors
- 34.3.1.5 Clean and service rest rooms (includes locker rooms and showers where present)
- 34.3.1.6 Clean and fill dispensers
- 34.3.1.7 Clean and service kitchens and coffee rooms
- 34.3.1.8 Clean drinking fountains
- 34.3.1.9 Clean entrances
- 34.3.1.10 Clean marker boards
- 34.3.1.11 Spot clean and spot mop
- 34.3.1.12 Clean and restock custodial storage space and storerooms
- 34.3.1.13 Thoroughly clean and sanitize sweat, grease, saliva etc. from fitness equipment

34.3.2 Perform weekly:

- 34.3.2.1 Wet mop non-carpeted floors,
- 34.3.2.2 Spray buff/restore vinyl tile
- 34.3.2.3 Dust, up to six feet from the top of the floor surface

34.3.3 Perform Monthly:

- 34.3.3.1 High dusting
- 34.3.3.2 Burnish terrazzo restroom floors.
- 34.3.3.3 Apply top coat to restroom floors.
- 34.3.3.4 High dust restroom ceilings.

34.3.4 Perform Quarterly

- 34.3.4.1 Clean and polish door frames.

34.3.5 Perform Semi-Annually

- 34.3.5.1 Strip, seal, and wax floors
- 34.3.5.2 Extract carpets

34.3.6 Perform Annually

- 34.3.6.1 Ceiling Cleaning

35.0 WORK STANDARDS

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

35.1 Maintain Carpeted Floor and Rugs

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

35.2 Vacuum

Contractor shall vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, rubbers, in corners, abutments,

baseboards, stairs steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. Carpeted floors and rugs include floor runners, area rugs, carpet entrance mats, and installed carpet. When gum, tar, or other foreign substance is encountered, an appropriate gum remover or spot cleaning method must be used. After they have been vacuumed, the carpeted floors and rugs shall be freed of all detectable soil embedded grit, litter, and spots.

35.3 Vacuum Bonnet System for Carpets

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

35.4 Dry Foam Carpets

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

35.5 Extraction

Water extraction cleaning of carpets consists of spot cleaning, vacuuming, operation of the water extraction equipment, and re-vacuuming of all carpet. Extraction shall be done using equipment, materials, and chemicals specifically designed for water extraction cleaning. The water extraction equipment shall be operated over the entire carpeted area. The instructions provided by the manufacturer of the equipment and the chemicals shall be followed. After operating the equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern that will give the carpet pile a uniform appearance. Upon completion of water extraction cleaning, carpets shall be free of litter, materials such as paper clips, and staples, soil, streaks, stains, spots, and embedded dirt; the pile shall be uniform; all furnishings shall be returned to their original positions. Note that certain carpeted areas may require extraction more frequently than others than office areas. The work shall be accomplished as directed by HAS.

35.6 Non-Carpeted Floors

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

35.7 Dust mop

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

35.8 Machine Scrub

Contractor shall machine scrub floor surfaces that have soiling which cannot be removed through wet mopping. The Contractor shall machine scrub floors, when required, using a neutral cleaner. Apply an appropriate cleaning solution to all areas of the floor. Allow this solution to remain on the floor for three or four minutes. Operate a floor machine over all accessible floor areas and areas that can be reached by moving furnishings. Manually scrub areas that are inaccessible with the machine. Remove the solution from the floor and rinse well with water. Care shall be taken not to leave water or scrubbing solution on the floors longer than necessary to complete the cleaning. Dirty water shall be picked up

and the floor shall be rinsed clean until it is free of all solution. Wet Floor signs must be placed on the floor around the wet area to alert any persons in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue.

35.9 Spray Buff/Restore Vinyl Tile

Contractor shall spray buff floors in accordance with the Cleaning and Janitorial Work Schedule. The Contractor shall spray buff all surfaces of vinyl tiled floors with a floor machine, accessories, and spray buff chemical. Before buffing, the floor shall be swept; heel marks and other marks shall be removed. The floor surface shall be wet mopped and rinsed in accordance with paragraph 35.12.

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

35.10 Apply Top Coat

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

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

35.11 Strip/Seal/Wax

Contractor shall completely strip, seal, and wax the floors in accordance with the Cleaning and Janitorial Work Schedule, or when the floor becomes dull or unsightly. Stripping is the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of all non-fixed furnishings. Stripping also includes the complete removal of all marks, scuffs, and stains. The Contractor's stripping chemicals shall comply with the specifications detailed in paragraph 35.9.1 for the type of finish and/or sealer being stripped, and must be used in accordance with the manufacturer's directions. All floor surfaces to which stripper has been applied must be thoroughly rinsed with clean water. If a mop is used to pip up the stripping solution, the area must be rinsed at least twice. No stripping solution shall remain on baseboards, cove moldings, doors, or other non-floor surfaces. The Contractor shall strip the floor with an auto scrubber and stripper to remove dirt and old build up wax. A liquid non-slip water emulsion type floor wax or floor finish must be used on all floor coverings cleaned according to specifications. *Non-slip properties of the floor finish are especially important in stairwell areas.* The wax must be applied to the floor surfaces with a clean cotton mop only after the floor surfaces have been thoroughly cleaned by mopping, scrubbing, or stripping has been done. Application of three (3) coats of wax and sealer is required. The application of excessive amounts of wax must be avoided and excessive build-up wax is not permitted. Sufficient wax shall be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance. After the finish has dried, the reflectance must be uniform with no streaks or swirls visible. When inspection shows a wax build-up of wax or other deposits of foreign materials, or wax over dirt, the Contractor shall strip the surface clean and apply new wax. When inspections shows a wax buildup in corners, edges, or flashed on cove moldings or stainless steel kick plates, the Contractor shall remove the wax buildup. All furnishings must be replaced to original positions.

35.12 Wet Mop Non-carpeted Floors

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

35.13 Spot Mop

Contractor shall remove gum, marks, and streaks from washable surfaces of carpeted and non-carpeted floors. The Contractor shall spot clean or mop to completely remove soil, spills, mud, footprints, fingerprints, and any other foreign substance that cannot be removed by sweeping or vacuuming. Upon completion of spot cleaning and spot mopping, all floor surfaces must be ready for vacuuming or sweeping in accordance with paragraphs 35.2 and 35.6.

35.14 Building Surfaces Maintenance

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

35.15 General Cleaning

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

35.16 Cleaning/disinfecting

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

35.17 Cleaning/disinfecting Sinks, Commodes, and Urinals

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

35.18 Damp Wiping

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

- 35.19 Metal Cleaning and Polishing
Properly cleaned and polished metal surface must be clean and bright and without deposits or tarnish. Metal cleaner must be quickly removed from adjacent surfaces. Metal cleaner and polish must be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors.
- 35.20 Spot Cleaning
A smaller surface area within a total surface area is adequately spot cleaned when it is free of all stains and deposits and is substantially free of cleaning marks.
- 35.21 Dust
Dust includes all surfaces up to and including six feet from the top of the floor surface. The Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from the height of six feet and below to the floor surface. This includes, but is not limited to the structure, furniture and equipment surfaces, and horizontal, vertical and under surfaces, corners, crevices, moldings, and ledges. In the process of dusting a desk, items on top of the desk such as letters, forms, literature, etc. shall not be disturbed. Upon completion of dusting, all surfaces five feet from the top of the floor surface and below must be uniformly clean, free of dust, dry soil, lint, litter, and cobwebs.
- 35.21.1 High Dusting
Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from all surfaces including vents 6 feet above floor level. After high dusting, surfaces must be uniformly clean. Included in high dusting are light fixtures, globes, shades, plastic type panels, blinds, and ceiling surfaces.
- 35.21.2 Reducing Airborne Dust
In areas where airborne dust cannot be tolerated, such as computer rooms, clean rooms, data processing rooms, electronics rooms, telephone equipment rooms, and other areas containing precision equipment, dusting must be accomplished with a vacuum cleaner equipped with non-conductive type nozzles and brushes.
- 35.22 Ceiling Cleaning
Properly cleaned ceilings and ceiling tile are restored to "like new" or "near new" appearance leaving no degradation to acoustical properties of the ceiling. Agents used must be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures and must disinfect and deodorize the ceiling tile.
- 35.23 Glass and Mirror Cleaning
Glass surfaces include windows and mirrors; all display cases and cabinets building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors. Glass and mirrors are properly cleaned when all accessible surfaces are without streaks, film, smudges, deposits, and stains and have a uniformly bright appearance and adjacent surfaces have been wiped clean. Frames, casings, sills, and ledges must be free of soil, dirt, tape, tape residue, smudges, and splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks must be removed from all adjacent surfaces such as walls, frames, casing, and trim.
- 35.24 Clean Blinds
Contractor shall clean blinds, including tapes and cords, to remove all dust, stains, soil, and smudges. Care shall be taken to prevent staining tapes or cords during the cleaning operations. Blinds removed for cleaning must be replaced immediately upon completion of the cleaning operations; they must never remain down for more than 48 hours. Upon completion of cleaning blinds, the blinds, tapes and cords must be free of dust; stains, soil and smudges, and blinds must be placed back into the locations from which they were removed.
- 35.25 Clean Marker Boards

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

35.26 Clean and Polish All Furniture and Fixtures

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

35.26.1 Cleaning Furniture/Furnishings

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

35.26.2 Polish Metal

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

35.27 Remove Trash

All trash containers of any type and size must be emptied and returned to their original positions. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash must be removed. The Contractor shall clean spills and foreign substances from all surfaces of the trash container. Plastic bags (liners) must be replaced in all trash containers after each servicing. Trash and rubbish must be emptied into a designated dumpster or receptacle in a way that will prevent littering adjacent areas. The Contractor shall clean up any spill or litter generated by Contractor work operations. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers must be free of trash, spills, foreign substances; a clean, new trash can liner must be placed in the container; and all trash must be placed into the designated dumpster.

35.27.1 Recycle White Paper

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

35.28 Clean Ash Receptacles

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

35.29 Clean and Service Restroom

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

- 35.29.1 Remove trash in accordance with paragraph 35.27.
- 35.29.2 Clean mirrors.
- 35.29.3 Sweep non-carpeted floors in accordance with paragraph 35.6.
- 35.29.4 Wet mop non-carpeted floors with a germicidal detergent and in accordance with paragraph 35.12.
- 35.29.5 Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent.
- 35.29.6 Spot Mop in accordance with paragraph 35.13.
- 35.29.7 General Clean in accordance with paragraph 35.15.
- 35.29.8 Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with paragraph 35.31.
- 35.29.9 Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets.
- 35.29.10 Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, showers, showerheads, dispensers, soap dishes, and other such surfaces.
- 35.29.11 Damp clean and disinfect all surfaces of shower curtains and doors
- 35.29.12 Damp clean and disinfect all exterior surfaces of lockers.
- 35.29.13 Flush cleaning chemicals through the traps daily to reduce accumulation of scale
- 35.29.14 Clean and flush floor drains with germicidal detergent, following by a second flushing with clean rinse water.
- 35.29.15 Clean wall and ceiling vents and air-intakes, removing lint and dust.
- 35.29.16 Clean-Vacuum walk off rugs or mats.

35.30 Special Restroom Cleaning Requirements

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

35.31 Clean and Fill Dispensers

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

35.32 Clean and Service Kitchens and Break Rooms

A properly cleaned kitchen or break room is uniformly clean and disinfected as specified in paragraph 35.33 below. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms:

- 35.32.1 Remove trash in accordance with paragraph 35.27.
- 35.32.2 Clean mirrors.
- 35.32.3 Sweep non-carpeted floors in accordance with paragraph 35.6.
- 35.32.4 Wet mop non-carpeted floors with a germicidal detergent and in accordance with paragraph 35.12.
- 35.32.5 Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent.
- 35.32.6 Spot Mop in accordance with paragraph 35.13.

- 35.32.7 General Clean in accordance with paragraph 35.15.
- 35.32.8 Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with paragraph 35.31.
- 35.32.9 Clean and disinfect all surfaces of fixtures and accessories.
- 35.32.10 Flush cleaning chemicals through the traps daily to reduce accumulation of scale.
- 35.32.11 Clean microwave ovens.
- 35.32.12 Clean exterior and interior of refrigerators.
- 35.32.13 Clean coffee makers, except those owned by private Coffee Service Vendor(s) as advised by HAS.
- 35.32.14 Clean outside surface of ice machines
- 35.33 Disinfecting
Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of kitchens and coffee rooms, including cabinets, basins, counter tops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.
- 35.34 Final Appearances
Upon completion of cleaning and servicing kitchens and break rooms, trash must have been removed; all surfaces must be disinfected and there must be no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers must be full.
- 35.35 Cleaning Drinking Fountains
Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and disinfect all porcelain and metal surfaces including the orifice and drain. The Contractor shall remove soil and dust from air vents. Upon completion of cleaning drinking fountains, the entire drinking fountain must be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris.
- 35.36 Clean Entrances
Porches, platforms, docks, ramps, steps, and risers of entrances shall be cleaned and polished for the removal of dirt, mud, trash, and litter. The Contractor shall clean the exterior walls in entrance areas, up to six feet from the top of the entrance floor surface. Contractor shall also clean items such as mats, surfaces under mats, and foot scrapers. All glass doors and glass panels adjacent to glass doors must be cleaned. Upon completion of cleaning entrances, all entrance surfaces and entrance mats must be clean and free of any soil, streaks, and debris; and mats must be replaced to their original positions.
- 35.37 Clean and Restock Custodial Storage Space and Storeroom
Contractor shall clean custodial storage spaces to the same standards as described in paragraph 35.15. In addition, the Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, feminine hygiene products, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing. Contractor shall store in a manner, insuring proper ventilation of cleaning materials. Upon completion of cleaning and re-stocking custodial storage spaces, all storage space surfaces must have been disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces must be amply stocked with supplies.
- 35.38 Clean Elevator
A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. Contractor shall perform the following items, in order to complete cleaning and servicing elevator(s):
- 35.38.1 Pickup any trash, food, or debris dropped on the floors.
- 35.38.2 Spot clean spills using appropriate techniques.
- 35.38.3 Spot clean finger prints from the stainless steel fascia in the elevator landings.
- 35.38.4 Mop floors to remove dirt and stains.
- 35.38.5 Remove gum from floors.

- 35.38.6 Clean walls, car stations, push button, kick panels.
- 35.38.7 Clean door tracks with scrub brush or vacuum cleaner (back pack).
- 35.38.8 Clean stainless steel elevator walls and doors sills with clean white cloth.
- 35.38.9 Spot clean and polish to remove marks and smudges by using a small amount of stainless steel cleaner.
- 35.38.10 Clean all stainless steel fascia in the elevator lobby.
- 35.38.11 Polish stainless steel surfaces.
- 35.38.12 Scrub floors.
- 35.38.13 Clean light fixtures.
- 35.38.14 Dust ceilings.
- 35.39 Routine Work Schedule
Contractor shall provide HAS with a Routine Work Schedule, following the format Exhibit B1 "Cleaning and Janitorial Work Schedule," during Contractor's Phase-In. Contractor's Routine Work Schedule must be indicating how the Contractor will schedule and accomplish the Basic Service tasks identified in this Agreement and summarized in the Cleaning and Janitorial Work Schedule. The Contractor shall avoid scheduling weekly work on City holidays.
- 35.40 Work Completion and Inspection
Contractor shall complete all required routine services in accordance with the Routine Work Schedule. HAS may inspect Contractor's work immediately following the times designated in the Routine Work Schedule.
- 35.41 City Modification of Work Schedules
HAS reserves the right to designate the specific cleaning time for those building areas whose occupants require cleaning and janitorial services to be performed during a given time period. At any time during the term of this Agreement, HAS may give written notice of a change, addition, or deletion in the cleaning time specified. The Contractor shall adjust its Routine Work Schedule accordingly, and submit a revised schedule to HAS within five normal working days after receiving written notice from HAS.
- 35.42 Contractor Request for Modification of Work Schedules
Contractor's request for alterations to Basic Services Work Schedules shall be submitted, in writing, to HAS for approval no later than five normal working days prior to the desired effective date. Alterations do not become effective until approved by HAS.
- 35.43 Interference with City Business or Personnel
Work shall be scheduled and performed so that interference with HAS business or personnel is minimized.
- 36.0 **OTHER WORK/SERIVCES**
Within the general scope of this Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Service of this Agreement. Other Work/Services shall be performed in accordance with all provisions of this Agreement plus any special provisions issued with authorization for work. Other Work/Services will be performed only when requested by the Director, and then, only after receipt of a written Other Service Request (OSR). The Contractor shall perform Other Work/Services to the same standards identified for Basic Services. *When requested by the Director and/or designee, the Contractor shall provide Other Work/Services at any facility, which is part of the Houston Airport Systems, including IAH, HOU, and EFD.*
- 36.1 City's Written Notice.
Prior to issuing an OSR, HAS will first issue a written notice to the Contractor detailing the specific Other Work/Services to be performed by the Contractor.
- 36.2 Contractor's written Proposal

In response to any such written notice, the Contractor shall provide HAS with a written proposal for the specific Other Work/Service to be performed, within fifteen (15) business days of receipt of the notice. Such proposal shall include, but not be limited to, a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in HAS's written notice to the Contractor.

36.3 HAS's Options

Upon receipt of the Contractor's proposal, HAS has the options to reject the Contractor's proposal and require resubmission with the revised or additional information, or issue an OSR. Should HAS reject the Contractor's proposal and require resubmission, the Contractor shall resubmit a modified proposal within five (5) business days of receipt of HAS's written rejection.

36.4 Issue of OSR

Upon approval by HAS of the modified proposal, an OSR will be issued. The Contractor shall commence performance within forty-eight (48) hours of receipt of a written OSR issued under this Section and shall diligently pursue to completion in accordance with the terms and conditions of this Agreement and the approved proposal.

36.5 Cost of Other Work/Service

The cost for Other Work/Service shall not exceed the rate specified in the Fee Schedule. Labor is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties. *When Other Work/Services are performed in conjunction with Basic Services, the Contractor shall not receive additional compensation for labor,*

36.6 Payment

When chargeable Other Work/Services have been accomplished, a copy of HAS's written request must accompany the Contractor's monthly invoice.

36.7 Specific Tasks

Other Work/Services will be performed on an as-needed basis which include but not limited to the following tasks:

36.7.1 Water clean-up (i.e. from storms, roof leaks, water pipe leaks).

36.7.2 Special unscheduled cleaning.

36.7.3 Disinfecting and odor control.

37.0 ADDITIONS & DELETIONS:

37.1 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.

38.0 ESTIMATED QUANTITIES NOT GUARANTEED:

38.1 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.

39.0 WARRANTY OF SERVICES:

- 39.1 *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.
- 39.1.1 "Correction" as used in this clause, means the elimination of a defect.
- 39.2 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.
- 39.3 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.

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EXHIBIT B-1 – Locations

Houston Airport System (HAS)

Count	Location	Address
1	IAH/Public Safety & Technology	4500 Will Clayton
2	IAH/Physical Plant Maintenance	4500 Will Clayton
3	IAH/Airfield & Grounds	4500 Will Clayton
4	Existing * IAH/Taxi Lounge and adjacent trailer	5051 Wright Road
4a	* Modified Facility - Taxi Modular Lounge & Adjacent Restroom Trailer, additional 3,980 sq ft (opens April - June 2012)	5051 Wright Road
5	IAH/Operations (OPS) and adjacent trailer	4775 Will Clayton
6	IAH/Supply Chain Management Division (2 Story)	18600 Lee Road
7	IAH/Fitness Facility	5050 Wright Road
8	IAH/Cargo Facility Federal Inspection Station (FIS)	19581 Lee Road
9	EFD/B510 Admin Building	6100 Farley
10	EFD/Airfield & Grounds	6100 Farley
11	EFD/T Hangar A Four Restrooms	Airfield
12	EFD/T Hangar B Four Restrooms	Airfield
13	EFD/T Hangar D Two Restrooms	Airfield

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. Master Cleaning Supply, Inc (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. Master Cleaning Supply, Inc. (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: Janitorial Cleaning & Associated Service AWARD DATE: _____
 PRIME CONTRACTOR: Unicare Building Maintenance, Inc. CONTRACT No.: S46-24176
 ADDRESS: 11148 Morrison Lane, Dallas, TX 75229 CONTRACT AMOUNT: _____
 LIAISON/PHONE No.: 972-922-2375 M/WBE GOAL: 20%

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
Master Cleaning Supply, Inc.	August 2011		\$76,891.25	20%		
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, 7 th Floor Houston, Texas 77002						

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, Sam Son President _____ as an owner or officer of
(Name) (Print/Type) (Title)
Unicare Building Maintenance, Inc. (Contractor)

(Name of Company)

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 05/29/12

Contractor Name Sam Son

Signature 

Title President

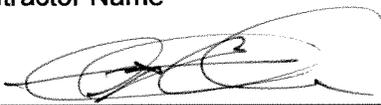
EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, Sam Son President
(Name)(Print/Type) **(Title)**

as an owner or officer of Unicare 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.

05/29/12
Date

Sam Son
Contractor Name


Signature

President
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, Sam Son President as an owner or officer of
 (Name) (Print/Type) (Title)
Unicare Building Maintenance, Inc. (Contractor or Vendor)
 (Name of Company)

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

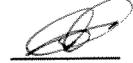
This reporting period covers the preceding 6 months from 11/01/11 to 04/30, 2012.


 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 _____.


 Initials From _____ to _____ the following test has occurred
 (Start date) (End date)

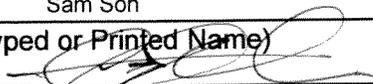
	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	6			6
Number Employees Positive	0			0
Percent Employees Positive	0			0


 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.

05/29/12
 (Date)

Sam Son
 (Typed or Printed Name)

 (Signature)
 President
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	Description of Services/Janitorial/ Locations	UOM	Unit price Yr 1
1	IAH/ Public Safety & Technology		\$645.00
2	IAH/Physical Plant Maintenance		\$598.00
3	IAH/Airfield & Grounds		\$495.00
4	IAH/Taxi Lounge and adjacent trailer		\$545.00
5	IAH/Operations (OPS) and adjacent trailer		\$844.00
6	IAH/Supply Chain Management Division (2 Story)		\$1,870.00
7	IAH/Fitness Facility		\$347.00
8	IAH/One Stop Federal Inspection Station (FIS)		\$115.00
9	EFD/B510 Admin Building		\$195.00
10	EFD/Airfield & Grounds		\$145.00
11	EFD/T Hangar A Four Restrooms		\$195.00
12	EFD/T Hangar B Four Restrooms		\$195.00
13	EFD/T Hangar D Two Restrooms		\$115.00
14	IAH/FIS One Restrooms		\$85.00
	Totals		\$6,389.00

BID ITEM	Description of Other Work Services	Yr 1
1	Labor Straight Time	\$10.53
2	Labor Overtime	\$15.79
3	Labor Emergency	\$13.00



EXHIBIT "I"
PAY OR PLAY PROGRAM



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Unicare Building Maintenance, Inc. \$ 384,456.25
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 11148 Morrison Lane, Dallas, TX 75229

Project No.: [GFS/CIP/AIP/File No.] S46-24176

Project Name: [Legal Project Name] Janitorial Cleaning and Associated Services

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.

[] Yes [x] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

[x] Yes [] No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors that meet or exceed 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.

[] 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.

[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 Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Table with 3 columns: Following information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job (3), No. Of Employees-"Playing" (0), No. Of Employees -"Paying" (1), No. Of Employees "Exempt" (2).

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

[Signature]
CONTRACTOR (Signature)

05/29/2012
DATE

Sam Son / President
NAME AND TITLE (Print or type)

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