STRATEGIC PURCHASING DIVISION	**CITY OF HOUSTON, TEXAS** **NOTICE OF BEST VALUE BID (BVB)** **SOLICITATION NO.: S46-L24597**	*"PARTNERING TO BETTER SERVE HOUSTON"*

NIGP CODE: 910-39

SOLICITATION DUE DATE/TIME: August 15, 2013 at 10:30 A.M., CST

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

DESCRIPTION:

JANITORIAL CLEANING AND ASSOCIATED SERVICES FOR HOUSTON AIRPORT SYSTEM

PRE-BID CONFERENCE:

Date	*Time*	*Location*
8-1-2013	9:00 AM	Bush Intercontinental Airport – SCM 18600 Lee Road – Humble, TX. 77338 Conf RM 113

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Eric Alexander
Name

eric.alexander@houstontx.gov
E-Mail Address

Calvin D Wells
City Purchasing Agent

7-26-13
Date

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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The previous solicitation for Janitorial Cleaning and Associated Services for the Houston Airport System was canceled in accordance with Chapter 15, Section 15.46 of the City of Houston Code of Ordinances for the following reasons:

- All bids received exceeded the department director's or purchasing agent's estimated costs and the director or purchasing agent determined that the bids appear to be excessive.

- The department director or purchasing agent determined that the City's design or specifications for the project or bid should be revised and new bids should be taken.

Please review this solicitation carefully as some provisions have been revised and consider making the lowest reasonable bid your organization can afford. The City reserves the right to accept or reject, in whole or in part, any or all bids and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City. An Offer that takes exception to a material requirement of any part of the solicitation, including terms and conditions or prices, may be rejected.

1.0 SUBMITTAL PROCEDURE:

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

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

1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.

1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

2.0 BEST VALUE BID FORMAT:

2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

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2.3 **The complete Bid packet shall consist of the following 14 items:**

	TABLE 1 – REQUIRED BID CONTENTS	
1	Signed Official Signature Page	Must be printed from City of Houston (COH) e-bid system upon completion of your bid price. A sample of signature page can be found in Exhibit W.
2	Hard Copy of Electronic Bid Form (Pricing Sheet)	Must be inserted and printed from COH e-bid site. upon completion of your bid price. A sample of an electronic bid form can be found in Exhibit W. • If Offeror elects to "no bid" any items, the bid will be rejected as incomplete. • If Offeror elects to bid $0 on any items, the City will consider the items included at no cost to the City.
3	Affidavit of Ownership.doc	This form is located on-line and in Exhibit W – Forms.
4	Fair Campaign Ordinance.doc	This form is located on-line and in Exhibit W – Forms.
5	Statement of Residency.doc	This form is located on-line and in Exhibit W – Forms.
6	Conflict of Interest Questionnaire.doc	This form is located on-line and in Exhibit W - Forms.
7	Pay or Play Program Acknowledgement Form	This form is located on-line and in Exhibit W – Forms.
8	Contractor's Questionnaire	This form is located on-line and in Exhibit W – Forms.
9	List of Subcontractor(s)	This form is located on-line and in Exhibit W – Forms.
10	Attachment A Schedule of M/WBE Participation & Attachment B M/WBE Letter of Intent	This form is located on-line and in Exhibit W – Forms. Both Form A and Form B must be included or bid will be incomplete.
11	Expertise/Experience/Qualifications Statement	There is no set format or form. Please provide a brief statement describing Offeror's background information, history, resources and/or track record. Refer to Section 1.0 on page 68 for more specifics.
12	Certifications/Licenses (If applicable) & Resumes of Key Personnel	There is no set format or form. Please identify key personnel and their applicable certifications and licenses. Resumes and organizational charts are helpful but not required. Refer to Section 1.0 on page 68 for more specifics.
13	Labor Relations Plan	This form is located on-line and in Exhibit W – Forms. Also, refer to Section 2.0 on page 68 for more specifics.
14	Financial Statements	Audited financial statements for the past 2 years, and either Dunn & Bradstreet Report or Federal Tax Forms for the past 2 years. Refer to Section 3.0 on page 68 for more specifics.
All of the above must be provided in two hard copies (one original) and electronically either on two flash drives.		

The omission of any one of the above required items may result in Offeror(s) Bid packet being rejected. This includes any new requirements referenced in any letter of clarification issued subsequent to this notice.

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Note: Sample Responsive Bid packet can be viewed in E-bid Solicitation Folder L24597 as Exhibit X.

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

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

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

3.0 PRE-BID CONFERENCE AND SITE INSPECTION:

3.1 A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. A recommended site inspection will immediately follow the pre-bid conference. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

3.2 Although the site visit is not mandatory, the Offeror is responsible for obtaining the information discussed at the site visit.

Site visit at Bush Intercontinental Airport will be held Thursday, August 1, 2013. Site visit will start in the main lobby immediately following the Pre-Bid Conference. Transportation will be provided by The Houston Airport System. The Site visit at Ellington Airport will be held Friday August 2, 2013 at 10:00 A.M., 10602 Aerospace Road, Houston, TX 77034, contact Pete Fress at 281-433-5689 or Jeff Overby at 281-433-5446. Offeror is responsible for their own transportation.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Eric Alexander, telephone: (832) 393-8704, fax: (832) 393-8759, or e-mail (preferred method to): eric.alexander@houstontx.gov, no later than Tuesday, August 7, 2013 at 2:00 P.M. CST

The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

8.0 ACCEPTANCE AND REJECTION OF BIDS:

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

8.2 The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

9.0 HIRE HOUSTON FIRST:

9.1 **Designation as a City Business or Local Business**

9.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf

9.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

9.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--- Pursuant to Chapter 15 of the Local Government Code**

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS ,"AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

10.0 PROTEST:

10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the BVB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

10.2 A protest shall include the following:

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

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

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

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

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

11.0 NO CONTACT PERIOD:

11.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Offeror's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Offeror(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent an Offeror from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

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UNIFORM INSTRUCTIONS TO OFFEROR(S)
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1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.

2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.

3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.

4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a ***"Trade Secret."*** The City will maintain the confidentiality of such trade secrets to the extent provided by law.

5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).

6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.

8.0 The Agreement(s) shall become effective on or about **December 1, 2013** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.

9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.

10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.

11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.

12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids

received prior to Contract award.

16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.

17.0 The City reserves the right to request clarity of any Bid after they have been received.

18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.

19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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EXHIBIT "A"
DEFINITIONS

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

"Personnel" is defined being any person assigned to perform under this Agreement, no matter how slight their contribution may be, including but not limited to Contractor's employees and its Subcontractor's employees providing janitorial services under this Agreement.

"Subcontractor" shall include all subcontractors and sub-subcontractors no matter how far removed from the prime Contractor they are. The provisions of this Agreement may not be circumvented through the addition of multiple layers of contracting.

EXHIBIT "B"
SCOPE OF WORK

1.0 INVOICING

1.1 The Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices shall be accompanied by support documents requested by the Director.

1.2 Contractor shall submit each invoice for any services performed within thirty (30) calendar days after the completion of services. HAS will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment was incorrect. In addition, it does not preclude HAS from recovering excess payments. The invoices shall 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 Contractor shall provide separate monthly invoices for any completed work at each Airport.

1.4 Invoices submitted for services performed as the result of Change Orders shall require copies of the applicable Change Order attached to the original invoice.

1.5 Invoices submitted for services performed as the result of Other Work/Services shall include a copy of the Director's written request attached to the original invoice

1.6 The Houston Airport will accept invoices submitted electronically along with required support information as described in Section 1.0. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single e-mail.

1.6.1 Requirements are as follows:

1.6.1.1 Submit invoices in **"TIFF"** format.
1.6.1.2 Submit to has.accountspayable@houstontx.gov

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2.0 MINIMUM WAGE and EMPLOYEE BENEFITS

2.1 Personnel will receive the following minimum rates of pay during the term of this Agreement:

Dates	Minimum Hourly Rate
January 1, 2013 – December 31, 2013	$8.60
January 1, 2014 – December 31, 2014	$8.85
January 1, 2015 – December 31, 2015	$9.10
January 1, 2016 – December 31, 2016	$9.35
January 1, 2017 – December 31, 2017, and January 1, 2018 – December 31, 2018	$9.35 or/as determined by applicable wage rate increase

2.2 Notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of $.50 (fifty cents) per hour below minimum hourly rate during their first six (6) months of employment and a rate of $.25 (twenty-five cents) per hour below minimum hourly rate from the seventh through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelfth (12) months of employment.

2.3 Above Scale Employees

2.3.1 Any Personnel earning a wage rate in excess of the minimum hourly rate for any contract year shall, on the date of following year's increase, be brought to the new specified minimum wage rate or shall receive a 3% wage increase, whichever is greater.

2.4 Pay Period

2.4.1 Personnel shall be paid at their job location no less often than every two (2) weeks or twice a month, at the contractor's option. For contractor(s) electing twice a month payments, the pay date shall be the last work day before each designated pay date, if that date falls on a holiday or weekend.

2.5 Minimum Wage Increase

2.5.1 During the life of the this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all Personnel covered by this Agreement shall receive a minimum pay rate that is $.50 cents per hour higher than the legal minimum wage. Contractor or its Subcontractors shall begin paying this increase within 45 days of the effective date of such law.

2.5.2 If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of Personnel hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City will pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in Personnel hourly rates, as determined by the Director, and/or designee.

2.6 Compliance Verification

2.6.1 No more than one week after the close of a pay period, Contractor must submit a certified copy of its or its Subcontractor's payrolls showing classifications and wages paid for each Personnel to the Office of Business Opportunity.

2.6.2 If after the Effective Date, any charge is filed against the Contractor or any of its Subcontractors with the National Labor Relations Board (NLRB), then Contractor must provide the Director a copy of the charge, and keep the Director informed of the proceedings and ultimate resolution.

3.0 **Labor Relations Plan**

3.1 Offerors are required to submit an explanation of how they plan to maintain harmonious relations with organized labor. Exhibit W contains a form Labor Relations Plan that must be completed and returned in the bid package.

3.2 Collective Bargaining Agreement or Labor Relations Plan

3.2.1 If Offeror(s) have an existing collective bargaining agreement with a union that would be applicable to employees who would be working on the City's facilities, then a copy of the complete agreement should be included in the bid packages.

3.2.2 If Offeror(s) do not have an applicable existing collective bargaining agreement, then Offeror must describe how it would maintain labor peace by:

- Stating what Offeror's response would be to any union organizing drive; and
- Describing what policies or procedures it would utilize in order to enable employees to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment.

3.3 If Offerer(s) have ever had an unfair labor practice charge filed against it with the National Labor Relations Board (NLRB) in the past ten years, then a copy of the charge and a detailed description of the resolution should be included in the bid packages.

3.4 The Offeror(s) may provide any other information it believes will explain its plan for maintaining labor peace or its history of labor relations.

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-L24597

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 GENERAL

1.1 The Contractor(s) agrees to provide Cleaning and Janitorial Services for Houston Airport locations as shown in Exhibit "B1, posted to the e-bid site. 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 and 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	IAH/ Fleet Facility at 18845 Colonel Fisher.
2.1.2	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)
2.1.3	Supply Chain Management Building at 18600 Lee Road
2.1.4	Taxi Lounge and adjacent trailer at 5051 Wright Road
2.1.5	Fitness Facility at 5050 Wright Road
2.1.6	Cargo Facility Federal Inspection Station (FIS) Bldg at 19581 Lee Road

Ellington Airport (EFD)

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

The combined approximate square footages for these areas are noted in Exhibit "B1."

2.2 Recycle Program

2.2.1 The Contractor is responsible for the collection of the recycle products from containers in offices, break rooms, copier rooms, file rooms, and high traffic areas at each facility that participates in HAS recycle program as shown in Exhibit B1. The Contractor shall collect the recycle product during the cleaning schedule and place the materials in the assigned containers.

2.3 Work Site

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

3.0 CONTRACTOR'S PERSONNEL

3.1 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.

3.2 Project Manager

3.2.1 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 8:00 AM. – 5:00 PM 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.

3.2.2 Project Manager

3.2.2.1 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.

3.2.3 Duty Assignment

3.2.3.1 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.

3.2.4 Employee List

3.2.4.1 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.

3.2.5 Employee Identification

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

3.2.6 Personnel Uniforms

3.2.6.1 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.

4.0 TRAINING

4.1 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.

5.0 HEALTH AND SAFETY REQUIREMENTS

5.1 Regulatory Requirements

5.1.1 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.

5.2 Safety Measures

5.2.1 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.

5.3 Health and Safety

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

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

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

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

5.3.1.4 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.

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

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

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

5.3.1.8 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.

5.3.1.9 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.

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

5.4 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.

5.5 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.

5.6 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.

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

5.8 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.

6.0 PHYSICAL SECURITY OF WORK AREAS

6.1 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.

6.1.2 Key Control

6.1.2.1 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.

6.1.2.2 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.

6.1.2.3 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.

6.1.2.4 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 for that system shall be replaced by HAS and Contractor shall pay the total cost for the system replacement.

6.1.2.5 Confidentiality

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

6.2 Building Security

6.2.1 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.

6.2.2 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.

7.0 ENERGY CONSERVATION

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

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

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

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

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

8.0 ITEMS NOT TO BE MOVED

8.1 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.

9.0 EMERGENCY RESPONSE

9.1 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.

10.0 FRAUD, WASTE, AND ABUSE

10.1 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.

11.0 SECURITY BADGES

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

11.2 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.

11.3 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.

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

12.0 PUBLIC RELATIONS

12.1 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.

13.0 PHASE-IN

13.1 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.

13.1.1 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.*

14.0 PHASE-OUT

14.1 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.

15.0 MATERIAL SAFETY DATA SHEETS (MSDS)

15.1 Contractor shall furnish the Director 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.

16.0 PRE-PERFORMANCE CONFERENCE

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

16.1.1 Start-up, Phase-In and Performance schedules.
16.1.2 Contract Administration.
16.1.3 Facilities Utilization.

16.1.4 Channels of Communication.
16.1.5 Procedures to be used to ensure Agreement requirements are met (Quality Control Plan).
16.1.6 Plans and management procedures for logistical administration support of all functions (i.e. Contractor-furnished supplies and equipment).

17.0 PERFORMANCE EVALUATION MEETINGS

17.1 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 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 issue copies of the minutes to all attendees within four business days of each meeting.

18.0 CONTINGENCIES

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

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

19.0 QUALITY ASSURANCE (QA)

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

19.2 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.

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

20.0 QUALITY CONTROL (QC)

20.1 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 33.0 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.

20.2 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.

20.3 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.

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

21.0 SPECIFICATIONS DEFINITIONS

21.1 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.

21.2 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.

21.3 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.

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

21.5 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.

21.6 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.

21.7 Neutral Cleaner Mild cleaning chemical that is neither highly acid nor alkali.

21.8 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.

21.9 Quality Control (QC) Those actions taken by Contractor to ensure that the standards and requirements of the Contract are met.

21.10 Spot A temporarily discolored, marked, soiled area or stain caused by a foreign substance presently or previously on the surface.

21.11 Units of Measure, Other Work/Services Units of measure applicable to Other Work/Services cleaning and janitorial services are:

Service	*Area*
Dust, mop, sweep, and vacuum floors:	Area (SF) of non-carpeted floors, including stairwells.
Strip/seal/wax floors	Area (SF) of non-carpeted floors.
Shampoo and extract carpets:	Area (SF) of rugs, carpets and matting.
Wet vacuuming carpets and matting:	Area (SF) 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.

21.12 Calculating Square Footage The maintainable square footage (SF) is calculated from the inside dimensions of the rooms or spaces to be serviced.

21.13 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.

22.0 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

23.0 HAS FURNISHED PROPERTY AND SERVICES

23.1 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 33.0 of the scope of work. 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.

23.2 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.

24.0 CONTRACTOR FURNISHED PROPERTY

24.1 General
Contractor shall furnish everything to perform all requirements of this Agreement, except that which is specified in Section 27.0 of the scope of work. 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.

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

24.2.1 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.

24.2.2 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.

24.2.3 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.

24.2.4 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.

24.2.5 Custodial Carts
Contractor shall furnish all custodial carts.

24.2.6 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.

24.2.7 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.

25.0 RESTRICTED MATERIALS

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

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

26.0 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 33.0 of the scope of work. 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.

26.1 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.*

26.2 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.*

26.3 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.*

26.4 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.*

26.5 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.

26.6 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.*

26.7 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.*

26.8 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.*

26.9 Sweeping Compounds
When necessary to prevent visible clouds of dust, Contractor shall use sweeping compounds before sweeping.

26.10 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.*

26.11 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.*

26.12 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.*

26.13 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*

26.14 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.

26.15 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.

26.16 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.

26.17 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.*

26.18 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.*

26.19 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.*

27.0 HAS-FURNISHED SUPPLIES
HAS will furnish the following materials to Contractor for the performance of the work.

27.1 Toilet tissue
27.2 Paper towels
27.3 Trashcan liners.
27.4 Trashcans (large and small)
27.5 Trash dumpsters
27.6 Soap for dispensers
27.7 Toilet seat covers
27.8 Feminine Hygiene Products

28.0 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.

29.0 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.

30.0 CONTRACTOR-FURNISHED SUPPLIES
Contractor shall furnish all materials and cleaning supplies required to perform the work (except for HAS-furnished supplies specified in Section 27.0 of the scope of work.). Contractor-furnished supplies shall meet specifications detailed in Section 26.0 of the scope of work. Contractor-furnished supplies include, but are not limited to, the following:

30.1 Soaps and detergents.

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

31.0 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.

32.0 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 32.3 of the scope of work Basic Services List/Frequency which details general task Section 33.0 Work Standards.

32.1 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.

32.2 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.

32.3 Basic Services List/Frequency. Contractor shall perform each Basic Services work task at the following frequencies, as a minimum.

32.3.1 Perform one or more times each service day (depend on facility):
32.3.1.1 Remove Trash
32.3.1.2 Clean ash trays at building entrances
32.3.1.3 Vacuum carpeted floors and rugs
32.3.1.4 Sweep non-carpeted floors
32.3.1.5 Clean and service rest rooms (includes locker rooms and showers where present
32.3.1.6 Clean and fill dispensers
32.3.1.7 Cleans and service kitchens and coffee rooms
32.3.1.8 Clean drinking fountains
32.3.1.9 Clean entrances
32.3.1.10 Clean marker boards
32.3.1.11 Spot clean and spot mop
32.3.1.12 Clean and restock custodial storage space and storerooms

32.3.1.13 Thoroughly clean and sanitize sweat, grease, saliva etc. from fitness equipment

32.3.2 Perform weekly:
32.3.2.1 Wet mop non-carpeted floors,
32.3.2.2 Spray buff/restore vinyl tile
32.3.2.3 Dust, up to six (6)' from the top of the floor surface

32.3.3 Perform Monthly:
32.3.3.1 High dusting walls.
32.3.3.2 Burnish terrazzo restroom floors.
32.3.3.3 Apply top coat to restroom floors.
32.3.3.4 High dust restroom ceilings.

32.3.4 Perform Quarterly
32.3.4.1 Clean and polish door frames.

32.3.5 Perform Semi-Annually
32.3.5.1 Strip, seal, and wax floors
32.3.5.2 Extract carpets

32.3.6 Perform Annually
32.3.6.1 Ceiling Cleaning
32.3.6.2 Extract carpets
32.3.6.3 High dust ceilings
32.3.6.4 High dust walls

33.0 WORK STANDARDS

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

33.1 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.

33.2 Vacuuming

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.

33.3 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.

33.4 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.

33.5 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 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.

33.6 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.

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

33.8 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 place on the

floor around the wet area to alert any persons in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue.

33.9 Spray Buff/Restore Vinyl Title
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 Section 33.12 of the scope of work.

33.9.1 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.

33.10 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.

33.10.1 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.

33.11 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 Section 26.12 of the scope of work 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 sued 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.

33.12 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.

33.13 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 Sections 33.2 and 33.6 of the scope of work.

33.14 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.

33.15 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 microwave ovens, 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.*

33.16 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.

33.17 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.

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

33.19 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 slop hazard caused by such agents drifting onto floors.

33.20 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.

33.21 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.

33.21.1 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.

33.22 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.

33.23 Ceiling Cleaning
Properly cleaned ceilings and ceiling title 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.

33.24 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.

33.25 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 replace 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.

33.26 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.

33.27 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.

33.27.1 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.

33.27.2 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.

33.26 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 place into the designated dumpster.

33.26.1 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.

33.29 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.

33.30 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:

33.30.1 Remove trash in accordance with Section 33.26 of the scope of work.
33.30.2 Clean mirrors.
33.30.3 Sweep non-carpeted floors in accordance with Section 33.6 of the scope of work.
33.30.4 Wet mop non-carpeted floors with a germicidal detergent and in accordance with Section 33.12 of the scope of work.
33.30.5 Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent.
33.30.6 Spot Mop in accordance with Section 33.13 of the scope of work.
33.30.7 General Clean in accordance with Section 33.15 of the scope of work.
33.30.8 Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with Section 33.32 of the scope of work.
36.30.9 Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets.
33.30.10 Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, showers, showerheads, dispensers, soap dishes, and other such surfaces.
33.30.11 Damp clean and disinfect all surfaces of shower curtains and doors
33.30.12 Damp clean and disinfect all exterior surfaces of lockers.
33.30.13 Flush cleaning chemicals through the traps daily to reduce accumulation of scale
33.30.14 Clean and flush floor drains with germicidal detergent, following by a second flushing with clean rinse water.
33.30.15 Clean wall and ceiling vents and air-intakes, removing lint and dust.
33.30.16 Clean-Vacuum walk off rugs or mats.

33.31 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.

33.32 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.

33.33 Clean and Service Kitchens and Break Rooms

A properly cleaned kitchen or break room is uniformly clean and disinfected as specified in Section 33.34. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms:

33.33.1 Remove trash in accordance with Section 33.26 of the scope of work.
33.33.2 Clean mirrors.
33.33.3 Sweep non-carpeted floors in accordance with Section 33.6 of the scope of work.
33.33.4 Wet mop non-carpeted floors with a germicidal detergent and in accordance with Section 33.12 of the scope of work.
33.33.5 Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent.
33.33.6 Spot Mop in accordance with Section 33.13 of the scope of work.
33.33.7 General Clean in accordance with Section 33.15 of the scope of work.
33.33.8 Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with Section 33.32 of the scope of work.
33.33.9 Clean and disinfect all surfaces of fixtures and accessories.
33.33.10 Flush cleaning chemicals through the traps daily to reduce accumulation of scale.
33.33.11 Clean microwave ovens.
33.33.12 Clean exterior and interior of refrigerators.
33.33.13 Clean coffee makers, except those owned by private Coffee Service Vendor(s) as advised by HAS.
33.33.14 Clean/Disinfect ice machines. Clean outside surface of ice machines.

33.34 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.

33.35 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.

33.36 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.

33.37 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 replace to their original positions.

33.38 Clean and Restock Custodial Storage Space and Storeroom

Contractor shall clean custodial storage spaces. 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.

33.39 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):

33.39.1 Pickup any trash, food, or debris dropped on the floors.
33.39.2 Spot clean spills using appropriate techniques.
33.39.3 Spot clean finger prints from the stainless steel fascia in the elevator landings.
33.39.4 Mop floors to remove dirt and stains.
33.39.5 Remove gum from floors.
33.39.6 Clean walls, car stations, push button, kick panels.
33.39.7 Clean door tracks with scrub brush or vacuum cleaner (back pack).
33.39.8 Clean stainless steel elevator walls and doors sills with clean white cloth.
33.39.9 Spot clean and polish to remove marks and smudges by using a small amount of stainless steel cleaner.
33.39.10 Clean all stainless steel fascia in the elevator lobby.
33.39.11 Polish stainless steel surfaces.
33.39.12 Scrub floors.
33.39.13 Clean light fixtures.
33.39.14 Dust ceilings.

33.40 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.

33.41 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.

33.42 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.

33.43 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.

33.44 Interference with City Business or Personnel
Work shall be scheduled and performed so that interference with HAS business or personnel is minimized.

34.0 RESERVED

35.0 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, the Contractor shall provide Other Work/Services at any facility, which is part of the Houston Airport Systems, including IAH, HOU, and EFD.*

35.1 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.

35.2 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 no 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.

35.3 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.

35.4 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.

35.5 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,*

35.6 Payment

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

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

35.7.1 Contractor shall wet-vac carpet or hard surface flooring that has flooded.
35.7.2 Contractor shall shampoo/steam clean carpet/rugs.

36.0 ADDITIONS & DELETIONS:

36.1 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.

37.0 ESTIMATED QUANTITIES NOT GUARANTEED:

37.1 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.

38.0 INTERLOCAL AGREEMENT:

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

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.

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

39.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor

shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

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

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GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S46-L24597

THE STATE OF TEXAS

BID # _____

ORDINANCE #_____

COUNTY OF HARRIS

CONTRACT #_____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR JANITORIAL CLEANING AND ASSOICATED SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

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

Contractor

_____
_____
_____
Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S46-L24597
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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): _____

WITNESS (if not a corporation):

By:_____
Name:
Title:

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

ATTEST/SEAL:

_____
City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
City Controller

DATE COUNTERSIGNED:

_____

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

_____
Date

_____
Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

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

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 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.

11.2 Contractor shall deliver a copy of this contract to each of its Subcontractors and assure that each subcontractor complies with all applicable requirements, including, but not limited to:

- 11.2.1 The insurance requirements contained in Sections 4.1 and 4.2.
- 11.2.2 The warranty requirements contained in Sections 5.1 and 5.2.
- 11.2.3 The license and permit requirements contained in Section 6.1.
- 11.2.4 Compliance with Equal Opportunity Ordinance as set forth in Section 7.1 and Exhibit C.
- 11.2.5 Drug abuse detection and deterrence requirements in Section 9.1 to 9.5 and Exhibits E, F and G.
- 11.2.6 The environmental requirements in Sections 10.1 and 10.2.

11.2.7 The performance requirements in Section 11.1.

11.2.8 If the subcontract is over $200,000 in value, the Pay or Play requirements in Sections 13.1 and 13.2 and Exhibit I.

11.2.9 The City have the same audit rights over Subcontractor's books and records as set forth in Section 9.1.

11.2.10 The entire Scope of Work contained in Exhibit B, including the minimum wage and benefits requirements in Section 5 and Labor Relations Plan requirements in Section 6.

11.3 Contractor and its Subcontractors cannot circumvent the requirements and obligations in this Agreement by further subcontracting the work.

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 it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

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

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

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

13.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity 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 $_____ 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 three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

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

3.0 RENEWALS:

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

4.0 TIME EXTENSIONS:

4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

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

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

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR

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

6.0 TERMINATION FOR CAUSE BY CITY:

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

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

6.1.2 Contractor becomes insolvent;

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

6.1.4 a receiver or trustee is appointed for Contractor.

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

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

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

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

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

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

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

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

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

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

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

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EXHIBIT "A"
DEFINITIONS

(Will Be Inserted In Original Contract)

EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

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

(Will Be Inserted In Original Contract)

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT
REVISED SOLICITATION NO.: S46-L24597

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

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

1.2 Provide an organizational chart of proposed team or staff for this project.

1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

1.4 Provide copies of key personnel certifications and/or licenses.

1.5 Provide Contractor's Questionnaire with accurate contact information of references that are willing to discuss Offeror's expertise, experience and qualifications.

2.0 LABOR RELATIONS PLAN

2.1 Offerors are required to submit an explanation of how they plan to maintain harmonious relations with organized labor. Exhibit W contains a form Labor Relations Plan that must be completed and returned in the bid package.

2.2 Collective Bargaining Agreement or Labor Relations Plan

2.2.1 If Offeror(s) have an existing collective bargaining agreement with a union that would be applicable to employees who would be working on the City's facilities, then a copy of the complete agreement should be included in the bid packages.

2.2.2 If Offeror(s) do not have an applicable existing collective bargaining agreement, then Offeror must describe how it would maintain labor peace by:

- Stating what Offeror's response would be to any union organizing drive; and
- Describing what policies or procedures it would utilize in order to enable employees to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment.

2.3 If Offerer(s) have ever had an unfair labor practice charge filed against it with the National Labor Relations Board (NLRB) in the past ten years, then a copy of the charge and a detailed description of the resolution should be included in the bid packages.

2.4 The Offeror(s) may provide any other information it believes will explain its plan for maintaining labor peace or its history of labor relations.

3.0 FINANCIAL STATEMENTS:

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

3.2 For the financial analysis – your response must include the following:

1. Balance Sheet Statement
2. Income Statement
3. Cash Flow Statement

4.0 SITE INSPECTION:

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

5.0 QUALITY AND WORKMANSHIP:

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

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EVALUATION AND SELECTION PROCESS
REVISED SOLICITATION NO.: S46-L24596

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1	Cost	45%
2.1.2	Expertise / Experience / Qualifications	30%
2.1.3	Financial Strength of Offeror	15%
2.1.4	Labor Relations Plan	10%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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