

CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
CLEANING AND JANITORIAL SERVICES
SOLICITATION NO.: S19-T29509

Date Issued: July 3, 2020

Pre-Proposal Conference: July 15, 2020 @ 2:00 P.M CST
Pre-Proposal Via Conference Call
Conference Call # (936) 755-1521
Conference ID # 649 631 005
(Telephone must be on mute during meeting)

**Pre-Proposal Questions
Deadline:** July 20, 2020 @ 4:00 P.M. CST

Solicitation Due Date: August 13, 2020 @ 2:00 P.M., CST

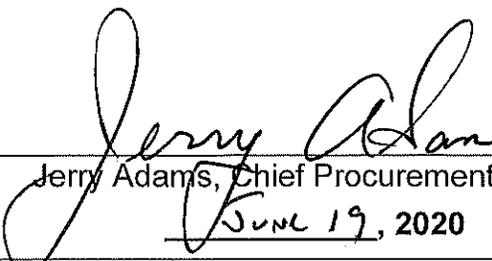
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Project Summary: This is for a three (3) year contract with two (2) one-year options to renew annually, for a maximum five-year contract term for Cleaning and Janitorial Services for various Departments.

Project Description: This RFP is for one or more contracts for Cleaning and Janitorial Services to provide Cleaning and Janitorial Services for various departments including Houston Public Works, Fleet Management, and the Houston Airport System.

NIGP Code: 910-39

MWBE Goal: 15%



Jerry Adams, Chief Procurement Officer

JUNE 19, 2020

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston (“City”) is currently seeking services of qualified Contractors to submit proposals related to Cleaning and Janitorial Services for various City departments. Proposals are solicited for this service for the City of Houston in accordance with the specifications, terms, and conditions as set forth in the Request for Proposal (RFP).

This RFP has been broken into five (5) separate packages as shown in Exhibits B-1 through B-5, pages 73-89 to allow for greater participation. Proposers may bid on as many or as few packages as they choose. It shall be at the City’s discretion to award one or more packages to qualified Proposers. However, no single Proposer shall be awarded all five (5) packages.

During the contract period, the Contactor shall establish a close working relationship with the City and shall provide cleaning and janitorial services that will meet the City's requirements.

The Contractor shall have a minimum of five (5) years experience in providing Cleaning and Janitorial Services similar in size and scope in this RFP.

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of all work services, to include all labor, supplies, materials, parts, transportation, insurance, and incidentals.

The Contractor shall only employ persons duly licensed by the State of Texas to perform the work required under this contract for which applicable Texas law requires a license.

B. City of Houston Background

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	July 3, 2020
Pre-Proposal Conference	July 15, 2020
Questions from Proposers Due to City	July 20, 2020
Proposals Due from Proposers	August 20, 2020
Notification of Intent to Award (<i>Estimated</i>)	October 5, 2020
Council Agenda Date (<i>Estimated</i>)	November 11, 2020
Contract Start Date (<i>Estimated</i>)	December 11, 2020

D. Site Visits

Site visits will be scheduled will be discussed via the pre-proposal conference call, and a letter of clarification will be posted with the dates, times, and locations at the City's procurement website. Calling into the conference call is not mandatory but is recommended for a complete understanding of the requirements for this RFP. When attending a site-visit, proposers shall be required to wear protective facemasks and gloves to protect against the transmission of the coronavirus (COVID-19) outbreak

PART II – SCOPE OF WORK

A. PURPOSE:

The City is seeking proposals from qualified and experienced Contractors to provide cleaning and janitorial services for various departments. These services include but are not limited to, general janitorial support activities during regular working hours, as well as emergencies. The intent of this RFP is to award a contract to qualified and responsible Contractors whose proposal, conforming to this RFP, is most advantageous to the City.

B. SCOPE OF WORK:

GENERAL REQUIREMENTS APPLICABLE TO ALL DEPARTMENTS AND LOCATIONS:

1.0 GENERAL CLEANING AND JANITORIAL SERVICES:

1.1 The Contractor shall be responsible to perform all Cleaning and Janitorial Services for the facilities as stated herein. The Contractor shall agree to provide all labor, supervision, management, materials, supplies, equipment, tools, instruments, expendables incidentals, training, transportation, insurance, and services whether explicitly mentioned in these documents or not for cleaning and janitorial services. The Contractor shall be responsible for on-site inspections of each facility and shall provide sufficient personnel required to accomplish stated tasks.

2.0 RECYCLE PROGRAM:

2.1 The Contractor is responsible for the collection of the recyclable products at each facility that participates in the City's recycling program. The Contractor shall collect the recyclable products during the cleaning schedule and place the materials in the assigned containers. The Contractor shall assure that the recyclables are stationed in the pickup location on the day(s) required. The Contractor shall supply drum liners in areas that require such products.

3.0 PAPER PRODUCTS, SUPPLIES, MATERIALS, AND EQUIPMENT:

3.1 General

3.1.1 The Contractor shall furnish all cleaning and janitorial supplies, materials, and equipment, unless otherwise specified, necessary to perform the cleaning and janitorial services specified under this Agreement. The Contractor shall be familiar with specifications of existing paper product holders or dispensers and provide products accordingly. The City shall not reimburse the Contractor for any dispensers or holders purchased for any facility without prior written approval from the building superintendent, Contract Technical Representative (CTR), or

designee. The building superintendent, CTR, or designee reserves the right to reject any and all supplies

3.2 Paper Products

3.2.1 The Contractor shall provide pricing for services with and without the supply of paper products. Paper products shall mean all paper towels and toilet paper. Pricing for paper products excludes toilet seat covers. Paper products shall be pre-approved by the Department prior to delivery to the facilities.

3.3 Supplies and Materials

3.3.1 The Contractor shall furnish all plastic goods for use in restrooms, offices, break rooms, conference rooms, waiting areas, lobbies, and any other areas where trash and debris is collected. Plastic goods shall mean leak-proof plastic bags for wastebaskets and trash receptacles, large trash collection bags, and leak-proof plastic drop cloths used as carpet and floor protectors in collection of trash and debris.

3.3.2 The Contractor shall furnish all cleaning materials such as soaps, detergents, disinfectants, scouring powders, polishes, waxes, and all other cleaning or buffing agents (except where otherwise specified). These materials shall be of good quality and acceptable to the City. The Contractor shall provide a comprehensive list of all cleaning chemicals for maintaining V.C. tile, vinyl sheet floor covering, ceramic tile, brick paver, and carpeted floors. The Contractor shall also include specialized cleaning chemicals for removing gum, spots, water stains, restroom disinfectants, etc. The Contractor shall be liable for any and all damages caused by the use of improper cleaning materials.

3.3.3 The Contractor shall provide lotion hand soap for restrooms at each facility. Lotion hand soap shall consist of alcohol sulfates, emollients, and foam stabilizers with a non-irritating pH of 7 or less. Hand soap shall be capable of removing soil in hot, cold or hard water and rinseable with a pleasant fragrance. The Contractor shall also supply toilet seat covers.

3.4 Equipment

3.4.1 The Contractor shall furnish equipment of commercial quality; of sufficient quantity to insure all services required are completed as scheduled; and shall maintain equipment in good, safe working order. Equipment shall mean all tools and machines normally used in cleaning operations and shall include, but are not limited to, the following: buffing machines, floor scrubbers, vacuum cleaners, wet mops, dust mops, floor brooms, dust pans, pails, dust cloths, sponges, cleaners cart, trash carts, extractors, etc. Vacuum cleaners shall be of motor-driven brush and beater bar types. The Contractor shall issue basic equipment for each facility. Basic equipment shall not include major equipment such as buffers, shampoo machines, extractors, upholstery cleaning machines, etc. The Contractor shall provide a list of all machinery and equipment, including manufacture model numbers for each. Storage location for each major piece of equipment shall be provided by the Contractor.

4.0 STORAGE OF PAPER PRODUCTS, SUPPLIES, MATERIALS, AND EQUIPMENT:

4.1 All paper products, supplies, materials, and equipment furnished by the Contractor shall be stored in a secure, enclosed storage area designated and provided by the City. Sufficient quantities of supplies, materials, and equipment shall be maintained in the janitor's closets on individual floors for routine needs. The Contractor shall have the responsibility for care and custody of all paper products, supplies, materials and equipment. All Contractor storage spaces are to be kept in a neat and clean condition and are subject to inspection by the City.

5.0 WASTE DISPOSAL:

5.1 The City shall be responsible for providing a dumpster at each facility for waste disposal. The Contractor shall be responsible for bagging all trash generated in the building during the course of normal operations. The Contractor shall dispose of all bagged trash at trash collection areas. Large corrugated paper boxes are to be torn down and disposed of at the trash collection areas. Recycled paper shall be disposed of in recycled containers provided by the City.

5.2 The Contractor shall be responsible for reclaiming water and the disposal of all waste or hazardous materials resulting from the Work under this Agreement. Handling, transport, and disposal of waste or hazardous materials shall be done in such a manner as to ensure the highest level of safety to the environment and to public health. The Contractor shall perform final clean-up of the work area prior to requesting a final inspection of the completed work.

6.0 GREEN CLEANING (LEED CERTIFIED BUILDINGS):

6.1 The City has buildings that are LEED Certified that shall require Green Cleaning Methods and Green Cleaning Products. The City shall require at the very minimum, the same level of Green Cleaning Services that are now being provided. The City shall share the Green Cleaning manuals submitted by the current Contractor to assist with expected services.

6.2 The City may change/add any building listed in Exhibits "B-1 through B-5" or any new building to a Green Cleaned building. The Contractor, upon request, shall provide the City with the cost to provide Green Cleaning at the requested building.

6.3 LEED Certified Buildings require all paper products to be pre-approved by the Department prior to delivery to the facilities to determine if paper product is at least 30% post-consumer recycled content or as define.

7.0 EQUIPMENT:

7.1 All equipment, i.e., ladders, safety equipment, and scaffolds shall be in good working condition and shall be subject to inspection upon request of the appropriate department.

8.0 WORKMANSHIP:

8.1 All cleaning shall be performed in a first-class workmanship manner and to the satisfaction of the building superintendent. The Contractor shall employ necessary supervisors who shall be in attendance while cleaning services are being performed. The Contractor's Representative, who shall be required to contact the City's designated representative, shall be able to speak, understand, read and write the English language. Workmanship,

reliability, and safety are of paramount importance of these facilities and shall be critical areas of concentration of the Contractor.

9.0 LIGHTING AND LOCK-UP (NIGHT CLEANING):

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

10.0 PHASE-IN / PHASE-OUT SERVICES:

10.1 "Phase-In" Services: It shall be incumbent upon the Contractor to coordinate, with the Facility Superintendent or Designee, the "phase-in" services at the start of this Contract. Within the first 30 days after receipt of the Notice to Proceed from the Chief Procurement Officer or designee, the Contractor shall submit to the Facility Superintendent or Designee, in writing, the following:

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

10.1.2 Plans for contract administration and communication between the Contractor and the Facility Superintendent or Designee.

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

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

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

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

11.0 KEY PERSONNEL AND ON-SITE PERSONNEL REQUIREMENTS:

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

12.0 SUPERVISION REQUIREMENTS:

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

12.2 The Contractor shall hold a safety meeting with its employees on a monthly basis. At this safety meeting, the Contractor shall discuss the correct and safe use of cleaning supplies and materials and the proper and safe methods for operation of machinery and equipment. After this meeting, the Contractor shall provide a written report to the City. The Contractor shall be responsible for maintaining a notebook at each site with Safety Data Sheets (SDS) for all cleaning chemicals used. Also, the Contractor shall provide the City with a Master Safety Data Sheet notebook in both hard copy and electronic format to be on file at City Hall Annex 2nd floor with the contract file. All Safety Data Sheets shall be in place prior to the initiation of the contract. The chemical Contractor shall train employees during the first month of the contract and quarterly thereafter. The Contractor shall be in full compliance with OSHA – Blood Borne Pathogen Rule.

13.0 OSHA GUIDELINES AND BLOOD PATHOGENS:

13.1 The Contractor shall comply with the OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens, as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract award and shall provide proof to Houston Public Works, the Houston Airport System, and the Fleet Management Department.

14.0 HEALTH AND SAFETY REQUIREMENTS:

14.1 Regulatory Requirements

14.1.1 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 all current and revised 29 CFR 1010, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time.

14.1.2 The Contractor shall be familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements, and American National Standards Institute (ANSI) regulations as applicable for services performed herein, including but not limited to the following:

14.1.2.1 Safety

14.1.2.1.1 The Contractor's personnel shall always wear applicable personal protection equipment;

14.1.2.1.2 The Contractor's personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials;

14.1.2.1.3 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry;

14.1.2.1.4 The Contractor shall develop, implement and maintain an on-going safety program plan concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested, or operated in an unsafe condition; and

14.1.2.1.5 The Contractor's Safety Program Plan shall be submitted to the Director and updated every six months.

15.0 DAY PORTER SUPPORT:

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

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

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

16.0 ADDITIONAL PERSONNEL:

16.1 The Contractor may provide additional personnel for the work under this Contract, as it deems necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective

department facilities. Any additional personnel shall be at the expense of the contractor unless requested by the City to perform additional tasks not covered in this contract.

17.0 SUPPLEMENTAL LABOR:

- 17.1 The City may request the contractor to provide Supplemental Labor Support for setup and cleanup assistance supporting various departments programs or events. The Contractor may be required to provide 24-hour coverage during emergencies including but not limited to floods, hurricanes, terrorist attacks, etc. During the emergency, the City shall furnish supplies or request the contractor to supply products to which the contractor is entitled to reimbursement.
- 17.2 The Facility Superintendent or Designee shall be the person responsible for authorizing payment to the Contractor for all daytime cleaning and supplemental cleaning hours worked at their respective facilities. Supplemental labor during unforeseen emergencies may also be required.
- 17.3 All supplemental labor requests under this section shall be for a minimum of two (2) hours.
- 17.4 Supplemental labor costs shall be based on a per hour rate inclusive of all supervision, labor, supplies, material, and equipment.
- 17.5 All invoices shall include the exact description of the work performed, the number of labor hours and number of workers utilized to perform service.
- 17.6 Supplemental labor may be requested for special clean-up needs facilitated by furniture moves and/or alterations and building repairs, etc. Services may include, but not be limited to overall carpet cleaning (not spot-cleaning), upholstery cleaning and the application of scotch guard to the carpet.
- 17.7 Upon receiving a request for additional labor support, the Facility Superintendent or Designee shall submit a written request for additional labor hours to the Janitorial Contractor at least 24 hours in advance of the work.
- 17.8 Please note that the use of supplemental labor for extended hours of operation is to be used at the City's option to cover events, which may extend to weekends and after 6:00 p.m. on weeknights. The number of hours used to cover these events is variable and in no way should be looked upon as a guarantee.

18.0 EMERGENCY RESPONSE:

- 18.1 In cases of the following type of emergencies, i.e., roof leaks, burst water pipes, etc., the City may request additional services outside of the Contractor's normal working hours. Services performed shall be those indicated in this scope of work, including but not limited to cleaning and janitorial services and emergency floor care. The Contractor response time to an emergency request shall be within two (2) hours. All emergency labor requests under this section shall be for a minimum of one (1) hour. The cost for this type of emergency shall be based on a per hour basis, inclusive of all supervision, labor, supplies, material, and equipment. All invoices shall indicate an exact description of the work performed, the number of labor hours and number of workers utilized to perform services.
- 18.2 Payment of emergency shall be computed as follows: The Contractor shall be paid a minimum of one (1) hour for emergency services for actual work performed during those

times regardless of the amount of time required to complete the service, per the hourly labor charge.

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

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

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

19.0 CONTRACTOR SECURITY CLEARANCE:

- 19.1 The Superintendent in charge of the facility shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.
- 19.2 The decision by the Director and/or designee shall be final in all cases involving removal of Contract personnel from performing the work herein specified.
- 19.3 All personnel shall be subject to a security background check as a condition of assignment to a facility for work under this Contract. The results of background checks on the Contractor's employees shall be submitted to each respective department's designated representative for approval prior to each individual's assignment to this facility.
- 19.4 Any and all costs associated with the background check shall be the responsibility of the Contractor.
- 19.5 It is understood and agreed to by the Contractor and the departments that if the Director/Designee refuses to approve any personnel assignments or requests removal of any of the Contractor's personnel, the Director/Designee shall do so in writing, stating the reason(s) or cause(s) for not approving the employee's assignment and/or requesting removal of any personnel from the work.
- 19.6 Due to the very nature of work housed in these facilities, the Contractor and its employees shall be required to comply with any and all building security measures deemed necessary by the Director of each respective department, to ensure that the integrity of confidential and highly sensitive work is maintained and secured.
- 19.7 Each respective department shall provide the Contractor with the necessary information and instructions regarding any facility security restrictions.
- 19.8 The Contractor is responsible for training its employees, both on-site staff and its off-site support personnel, in security matters pertaining to these facilities.
- 19.9 Repeated failure or refusal by the Contractor and/or its employees to comply with facility security measures enacted by the City of Houston may be cause for termination of this Contract.

20.0 LICENSES AND PERMITS:

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

21.0 CODES, ORDINANCES, AND REGULATIONS:

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

22.0 CONTROL OF PREMISES:

- 22.1 Access to the areas within the City facilities by Contract employees shall be limited to those employees whose names are on file with Director/Designee of each respective department as being assigned to that site, or as the Contractor's off-site support personnel who may be called upon to assist on-site staff in accomplishing work.
- 22.2 The Contractor, and its employees shall adhere at all times to security and identification measures established and implemented by the City and each respective department at these facilities.
- 22.3 The Contractor shall keep a record of any and all keys distributed to its employees and provide the Facility Superintendent or Designee with the same records.
- 22.4 Routine cleaning and janitorial maintenance services shall be performed, and the Contractor shall have access into the buildings, throughout the twenty-four (24) hours in each day and on each of the seven (7) days of the week, including holidays.
- 22.5 Although the Contractor shall have access to the building twenty-four (24) hours per day, routine cleaning and janitorial services shall be scheduled during normal office hours in the facility's administrative sections of certain facilities.
- 22.6 The Contractor shall confer with the Facility Superintendent or Designee to coordinate work schedules of cleaning and janitorial crews around times of anticipated high activity and occupancy level in various areas throughout the facility
- 22.7 When necessary, cleaning and janitorial personnel shall work behind locked doors in areas requiring extra security measures, as designated by the Facility Superintendent or Designee and/or Director. All doors in these areas shall be closed and locked when cleaning is complete. In addition, at no time shall any door be propped open. All lights, when appropriate, shall be turned off in unoccupied areas immediately after completing cleaning and janitorial work.

23.0 CONTRACTOR'S ON-SITE OFFICE/STORAGE:

- 23.1 The City shall provide the Contractor with on-site office space, workroom, and storage, at a location where such space is available.
- 23.2 Use of this space by the Contractor, for its use as an office and work area shall be for the term of the Contract period.
- 23.3 Use of any other space or areas on-site by the Contractor shall be at the discretion of the Facility Superintendent/Designee.
- 23.4 The City shall not be responsible or liable for any lost, stolen or damaged equipment or supplies belonging to the Contractor which are stored on-site for the term of the Contract.

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

24.0 UTILITIES:

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

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

24.3 Solid waste pickup services shall be provided at no cost to the Contractor for materials related to service performed at the facility. Larger items, such as old parts, crates, and broken equipment shall be disposed of off-site at Contractors expense.

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

24.5 The Contractor shall arrange and be responsible for all other services and costs unless otherwise agreed to by the Director and/or Designee of each department.

25.0 UNIFORMS:

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

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

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

26.0 REPAIR OF DAMAGE TO CITY PROPERTY:

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

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

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

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

26.5 The Director or Designee shall have the final authority when resolving any issues regarding the responsibility for repairs under this Contract. This is inclusive of the determination of

what is "normal wear and tear," negligence by others, vandalism, Force Majeure, or Contractor's negligence.

27.0 SAFETY DATA SHEETS (SDS):

- 27.1 The Contractor shall furnish to each Facility Superintendent or Designee all SDS, (OSHA Form 174), for each product stored at, and/or used in each facility. An SDS shall accompany each product shipment to the facilities.
- 27.2 The Contractor shall keep an SDS notebook at each site in the location provided by the City.
- 27.3 It is the Contractor's responsibility to keep all SDS at each facility up to date along with those provided to each Facility Superintendent or Designee.
- 27.4 A SDS shall accompany each product shipment to the facilities.
- 27.5 In addition, the Contractor shall provide each respective Department with an SDS notebook to be on file at the Safety Office. All SDS notebooks shall be in place prior to the initiation of the contract.
- 27.6 The Contractor shall utilize the Haz-Com system.

28.0 CONFIDENTIALITY:

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

29.0 CONTRACTOR'S EMPLOYEES:

- 29.1 The Contractor shall provide an Employment Eligibility Verification (Form I-9) for all personnel assigned to City facilities. This form shall be provided prior to contract award.
- 29.2 All personnel performing work under this contract are employees of the Contractor and the Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, worker's compensation/industrial accident insurance, and all other costs associated with such personnel, including taxes relating to such employees. The Contractor shall adhere to all legal mandates, federal, state or otherwise, regarding the payment of the minimum wage.
- 29.3 At no time shall the Contractor(s) allow any unauthorized person(s) to enter the facility.

30.0 QUALITY CONTROL:

- 30.1 The Contractor shall develop and maintain a complete Quality Control Plan to ensure the requirements of this Agreement are provided. The Contractor shall provide the QC Plan to the City in writing during the Contractor's Phase-In period and provide updates to the QC Plan five (5) business days prior to implementing any changes.
- 30.2 Monitoring
 - 30.2.1 The Contractor's QC Plan shall describe specific monitoring techniques for all Agreement services. The QC Plan shall also describe an inspection system that covers all the services stated in the cleaning and janitorial work schedule. It shall

specify areas to be inspected on either a scheduled or non-scheduled basis, how often Inspections shall be performed, and the position of the individual(s) performing each inspection. The plan shall Include a method of identifying and correcting deficiencies in the quality of service before the service becomes unacceptable.

30.3 QC Inspection Sheets

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

30.4 QC Autonomy

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

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

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

30.7 The Cleaning Supervisor shall meet monthly or as specified with the Facility Superintendent or Designee to review the activity report and to communicate special requests or problems.

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

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

30.10 The Contractor shall submit a written monthly report, both in digital and hard copy, to the Facility Superintendent or Designee. This monthly report shall include copies of the daily inspection forms and summarize problems and correction action.

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

31.0 QUALITY ASSURANCE (QA):

31.1 The City may use a variety of inspection methods to evaluate the Contractor's performance to include performance review meetings and Contractor administration records detailing any late or defective service and customer complaints.

- 31.2 The City may conduct inspections of the Contractor's cleaning and janitorial records and logs without prior notice to the Contractor. A written report of the results of the Inspection and recommendations shall be forwarded to the Contractor
- 31.3 The Contractor shall take immediate to correct all deficiencies the City identifies through an Inspection. The Contractor shall correct the deficiency and respond in writing to the Director to identify which the corrective action(s) are taken within three (3) business days of receipt of report.

32.0 SCHEDULE OF SERVICES:

- 32.1 The Contractor shall perform Cleaning and Janitorial Maintenance Services as described in the following cleaning specifications. The City shall establish the Contractor's cleaning hours, in accordance with the times indicated. The City and the Contractor shall mutually agree upon cleaning schedules for holidays if applicable.
- 32.2 Each facility requires various services of cleaning that include either a Day Porter Service, Evening Crew Service, Night Crew, Roving Crew Service, or Floor Care Only. The following are a list of codes that identify the service(s) required at the facility. These codes are reflected in the Janitorial Services Table.
 - 32.2.1 Day Porter Service– DP
 - 32.2.2 Evening Crew Service - EC
 - 32.2.3 Night Crew Service – NC
 - 32.2.4 Roving Crew Service - RC
 - 32.2.5 Floor Care Only – FCO

33.0 SUPPLIES, MATERIALS, AND EQUIPMENT:

- 33.1 The Contractor shall furnish all cleaning and janitorial maintenance supplies necessary to perform the services specified under this Agreement. Contractors shall be in accordance to Green Friendly Products and/or approved equal. Contractors shall include items such as paper towels, sanitary napkins, tampons, toilet tissue, antibacterial hand soap containing lanolin, deodorizers, disinfectant, plastic trash can liners, and interior and exterior floor mats.
- 33.2 The Facility Superintendent or Designee reserves the right to reject any and all supplies, materials, and equipment.
- 33.3 Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials.
- 33.4 Toilet paper shall be 2-ply, facial quality, bleached with a minimum brightness of 70, 17-20 lbs minimum basis weight, sheet size 4.50 x 4.50. Paper towels shall be bleached with a minimum brightness of 65, 25-28 lbs. and minimum basis weight.
- 33.5 Materials: The items furnished shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Contractor shall be responsible for providing the same type of dispensers at those locations where dispenser replacement, due to phase out of old Contractor as needed.

- 33.6 Samples: If required in writing by the City, the Contractor shall be required to submit samples of the items proposed within ten (10) days of such written request. The samples shall be used to determine if the proposed items meet the specifications stated herein. Failure to comply with this requirement shall be just cause for rejection of Contractors products from further consideration.
- 33.7 Dust Mats: The Contractor shall supply chemically treated dust mats (entrance mats).
- 33.8 All chemically treated dust mats (entrance mats) shall consist of nylon tufting with a natural rubber back. They shall be available in red, brown, black or navy. All mats are to be exchanged on the floor where they are used. Mats shall be exchanged for cleaning weekly. Mats shall be treated with both a dust control compound and a Fire Retardant (OSHA APPROVED).
- 33.9 Exterior mats shall be approximately 36" X 48", closed loop, highly resilient fiber to spring back into shape — machine washable, self-drying.
- 33.10 Equipment: All equipment, i.e., ladders, safety equipment, powered suspended baskets and scaffolds, shall be in good working condition and shall be subject to inspection upon request of the appropriate Department.

34.0 INVOICING:

- 34.1 The Contractor shall submit each invoice in duplicate form for any services performed within thirty calendar days after the completion of services. The department shall certify the correctness of each invoice and arrange for payment. The invoice must be identified by the contract name and outline agreement number. All invoices shall be delivered or mailed to the department(s) whereby service was rendered. The itemization shall be in accordance with the Contract Fee Schedule, and shall include, but not be limited to the following:
- 34.1.1 Each invoice (in duplicate) shall be delivered or mailed to the individual Facility Manager or Designee of each Department as noted in each section of this RFP. The Contractor is responsible for ensuring that the invoice is delivered to the correct department.
- 34.1.2 Invoices submitted for services performed as a result of a Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.
- 34.1.3 Invoices submitted for services that are performed as the result of Other Work/Services shall require that copies of the Director's or Designees written request be attached to the original and one (1) on each invoice copy.
- 34.1.4 Other details or information as may be requested or specified by the Director and/or designee. Each invoice must contain, in addition to the information stated above, the City of Houston Outline Agreement Number, a complete description of the services provided, complete contract name, and the Contractor's contact person for invoices irregularities.

35.0 SERVICE REPORTS:

- 35.1 The cleaning and janitorial Contractor shall submit along with their monthly invoice a weekly labor log for each facility documenting the number of daytime cleaning and supplemental cleaning hours worked. Weekly labor log sheets shall be supplied by the Contractor. Each log shall be signed by the janitor who performed the work and the appropriate department

Facility Superintendent or Designee, verifying the hours worked. Any transfer of labor hours from one facility to another must also be documented on the labor log sheet of both facilities, signed and approved by both the Facility Superintendent or Designee, involved in the transfer. Any invoice received without the weekly log sheet and signature verification for labor hours worked will not be approved for payment. The Contractor shall mail all approved invoices to the correct department.

36.0 MINIMUM WAGE:

36.1 The Contractor and subcontractor employees shall receive the following minimum rates of pay during the term of this Agreement:

Dates	Minimum Hourly Rate
Year 1	\$11.22
Year 2	\$12.00
Year 3	\$12.00
Year 4	As determined by applicable wage rate increase
Year 5	As determined by applicable wage rate increase

37.0 PAY PERIODS:

37.1 Employees 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-monthly payments, the pay date shall be the last workday before each designated pay date, if that date falls on a holiday or weekend.

38.0 MINIMUM WAGE INCREASE:

38.1 During the life of 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 employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. The Contractor shall begin paying this increase within 45 days of the effective date of such law.

38.2 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 employee 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 employee hourly rates, as determined by the Director, and/or designee.

39.0 WAGE, THEFT, AND PREVENTION:

39.1 The Contractor and its subcontractor(s) shall comply with all federal, state and local wage and hour laws, including the City’s Wage Theft Ordinance as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

40.0 MEETINGS:

40.1 The Contractor shall participate in meetings, general discussion, and consultations with City departments relative to this project throughout the period of engagement at no additional

cost to the City. Quarterly meetings, as needed, shall be held with special the event coordinator/planner.

41.0 ALTERNATION OF WORK:

41.1 The City reserves the right to make alterations in specific work hours as may be found necessary or desirable. The City shall make arrangements to cover unforeseen circumstances, which make it impossible to carry out the work in accordance with the original contract plan and specifications.

42.0 TRANSPORTATION AND PARKING:

42.1 The Contractor shall park its vehicles in areas designated by the Director at its own cost. All transportation activities of the Contractor or its subcontractors necessary to perform under the Agreement shall be provided by the Contractor.

43.0 PUBLIC RELATIONS:

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

44.0 COORDINATION MEETINGS:

44.1 Throughout the term of the Agreement and any extensions hereto, the Contractor shall meet with the Director and/or Designee, as determined necessary, to identify and resolve performance issues. Notice of any such coordination meeting may be given by the Director to the Contractor either orally or in writing and shall designate the time, date, location, Contractor attendees, and general purpose. The Contractor's designated attendees shall be present at any such performance meeting for its duration and shall take minutes. The meeting minutes shall be transcribed by the Contractor in approved typewritten form and shall be submitted to the Director for his approval within five (5) days of any such meeting. The Director has the right to dispute the accuracy of the minutes and will note the discrepancies in the minutes prior to his approval. Once approved, the original shall be retained by the City and copies shall be provided to all attendees.

45.0 NOTICE TO PROCEED REQUIREMENTS:

45.1 Within thirty (30) days after the NTP, the Contractor shall certify to the Director and/or Designee in writing that 100% of the Contractor's personnel (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all sub-contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective subcontracts.

46.0 PRE-PERFORMANCE CONFERENCE:

46.1 Prior to commencing performance under the Agreement, the Contractor shall attend a pre-performance conference with representatives of HPW, HAS, and FMD. SPD shall specify the time and place of such meeting in a written notice to the Contractor. Representatives of the Contractor attending the pre-performance conference shall include the Contractor's supervisors. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

46.1.1 Cleaning methods, equipment and a list of SDS for chemicals that will be used.

46.1.2 Work schedule.

46.1.3 Channels of Communication.

46.1.4 Logistical management of the Contractor-furnished supplies and equipment.

46.1.5 Facilities utilization (including storage areas, airport drawings, access routes, etc.).

46.1.6 Implementation of additional procedures to ensure Agreement is performed in accordance with its terms.

47.0 ESTIMATED QUANTITIES NOT GUARANTEED:

47.1 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.

48.0 INTERLOCAL AGREEMENT:

48.1 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.

**EXHIBIT B
SCOPE OF WORK SPECIFICATIONS**

CLEANING AND JANITORIAL SERVICE SPECIFICATIONS BY DEPARTMENT:

To simplify the process for this request for proposal and to allow for greater participation, this RFP has been broken into packages shown in Exhibits B-1 through B-5, pages 74-86. There is a total of five (5) packages divided by area. Each package consists of the location name, location address, area, department, square feet, service times, days of operation, and the assigned services. The sections that follow list the work specifications per the Department being served. The Contractors may bid on as many or as few packages as they choose.

SCOPE OF WORK – HOUSTON PUBLIC WORKS

1.0 GENERAL CLEANING AND JANITORIAL:

- 1.1 The Contractor shall furnish all labor, personnel, supervision, management, parts, equipment, materials, supplies, tools, instruments, expendables, incidentals, training, insurance, transportation, and otherwise all services necessary for performance of cleaning and janitorial services, as described herein, for Houston Public Works. All work shall be performed in a professional manner, satisfactorily to the on-site Contract Technical Representative (CTR) designee or designated representative. The Contractor shall employ cleaning personnel thoroughly trained in all phases of cleaning and janitorial services, techniques, and safety
- 1.2 Cleaning and janitorial services provided under this proposed Agreement shall include, but not be limited to, office areas, restrooms, shower and locker areas, lobbies, conference rooms, janitor's closets, break-rooms, corridors, elevators, stairs, and outside walkways. Areas excluded from service shall include electrical and telephone closets, pipe space, air plenums, mechanical equipment rooms, and basement shop rooms, unless otherwise specified or directed by CTR or designee.
- 1.3 The Contractor may be required to perform emergency and/or supplemental cleaning and janitorial services, as described herein.

2.0 DAY PORTER:

- 2.1 Some facilities require day porter services. The day porter shall provide janitorial support during the facility's normal hours of operation, with a minimum of one (1) hour off for lunch. Janitorial support shall include, but not be limited to, ongoing cleaning up of miscellaneous spills and debris, ongoing cleaning and stocking of restrooms, as necessary. All exterior trash receptacles shall be checked twice daily, and emptied as needed. All entrances, parking lots, and adjacent grounds shall be checked twice daily and paper and debris removed. Day porter shall also complete tasks assigned by the CTR, designee, or designated representative. The day porter may be used to move tables, chairs, and other property. Porters shall be able to lift up to 50 pounds.
- 2.2 The day porter's requirements are above and beyond the requirements shall be completed during the general cleaning performed after the normal hours of operation and shall not result in a decrease of the cleaning performed after the facilities close. The number of day porters or permanent labor hours allocated for a facility may be added or deleted.

3.0 GENERAL CLEANING REQUIREMENT STANDARDS:

3.1 Sweeping

- 3.1.1 Floors shall be clean and free of dirt streaks and there shall be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- 3.1.2 Wads of gum, tar, and other sticky substances shall be removed from all floors.
- 3.1.3 Furniture and equipment moved during the cleaning operation shall be replaced.
- 3.1.4 There shall be no trash or foreign matter under desks, tables, or chairs.

3.2 Polishing and Wall Spotting

- 3.2.1 Doorknobs push bars, kick plates, railings, doors, and other surfaces shall be cleaned and polished to an acceptable luster.
- 3.2.2 Wall surfaces up to standing height shall be free of fingerprints, smudges, and other dirt spots of any kind.

3.3 Mopping

- 3.3.1 Floors shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after mopping operation.
- 3.3.2 Walls, baseboards, and other surfaces shall be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- 3.3.3 All surfaces shall be dry and the corners and crevices clean after mopping. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions.

3.4 Trash Removal

- 3.4.1 All wastepaper baskets shall be emptied and in place, clean and ready for use.
- 3.4.2 Trash, wastepaper and recycled paper shall be removed to designated collection points.

3.5 Vacuuming

- 3.5.1 Dirt shall not be left in corners, under furniture or behind doors.
- 3.5.2 Baseboards, furniture, and equipment shall not be disfigured or damaged during cleaning operation.
- 3.5.3 Furniture and equipment moved during the cleaning operation shall be replaced. There shall be no trash or foreign matter under desks, tables or chairs.

3.6 Dusting

- 3.6.1 There shall not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth.
- 3.6.2 Grills and woodwork shall be dust-free after dusting. Dust shall be removed rather than merely pushed around.
- 3.6.3 There shall not be any dust streaks on desks or other office equipment.
- 3.6.4 After being dusted, woodwork shall appear bright.
- 3.6.5 Corners and crevices shall be free from any dust.
- 3.6.6 Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, and partitions shall be free of dust.

3.7 Damp-Wiping

- 3.7.1 Mirrors, door glass, and all other glass that can be reached while standing on the floor, shall be clean and free of dirt, dust, streaks, and spots.

3.8 Carpet Care

- 3.8.1 Carpet shall be clean and free of dust, dirt and other debris.
- 3.8.2 There shall be no trash or foreign matter under desks, tables, or chairs.
- 3.8.3 Carpet shall be spot cleaned with proper shampoo and equipment. Cleaning shall include the Bonnet System, if necessary, to remove stains, spots, and gum.
- 3.8.4 Carpet shall be shampooed nightly at some locations.
- 3.8.5 Any furniture removed during carpet cleaning shall be replaced.

3.9 Drinking Fountain Cleaning

- 3.9.1 Drinking fountains shall be clean and free of stains.
- 3.9.2 The wall and floor around the fountain shall be free of spots and watermarks.
- 3.9.3 All other surfaces of the fountain shall be free of spots, stains, and streaks.

3.10 Stairway Cleaning

- 3.10.1 Stair landings, steps, and all corners of stair treads shall be free of loose dirt/dust streaks after sweeping.
- 3.10.2 Stair railings, door moldings, ledges, and grills shall be free of dust after dusting operation.

3.11 Elevator Cleaning

- 3.11.1 Interior surfaces shall be free of loose dirt and dust streaks.

3.11.2 Handrails, controls, and other surfaces shall be cleaned and polished. Walls shall be free of finger marks and other smudges.

3.11.3 Elevator walls shall be free of splash marks. Floors and corners shall be cleaned and maintained as applicable.

3.12 Restrooms, Shower, and Lock Rooms Cleaning

3.12.1 Collection of Used Towels and Other Trash

3.12.1.1 All used towel receptacles shall be emptied.

3.12.1.2 No trash shall be on the floor.

3.12.1.3 Bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container.

3.12.2 Cleaning of Sanitary Receptacles

3.12.2.1 All sanitary receptacles shall be emptied, cleaned both inside and out and contain liners.

3.12.2.2 All sanitary receptacles shall be free of spots, stains and finger marks.

3.12.2.3 All sanitary receptacles shall be free of odors.

3.12.3 Cleaning of Toilet Room Fixtures

3.12.3.1 All porcelain surfaces of washbasins, toilets, and urinals shall be free of dust, dirt spots, and stains.

3.12.3.2 All toilet seats shall be left in a raised position after cleaning. Seats shall be free of spots, stains and seat hinges shall be free of green mold.

3.12.3.3 Plumbing fixtures shall be free of green mold. Deodorant blocks shall be used.

3.12.4 Cleaning of Supply Dispensers, Walls, Stall Partitions, Doors, Shelves, Mirrors, and Floors

3.12.4.1 All supply dispensers shall be clean and free of finger marks and water spots.

3.12.4.2 All shelves and shelf brackets shall be free of gum, dust, fingerprints, and water spots.

3.12.4.3 All mirrors shall be free of streaks, smudges, water spots, dust, lipstick smudges, and shall not be cloudy.

3.12.4.4 Walls stall partition, and doors shall be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and green mold.

3.13 Wall Cleaning

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

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

3.13.4 No water shall be spilled on the floor.

3.13.5 Walls shall be uniformly cleaned.

3.13.6 Woodwork on door, windows, and moldings shall be clean.

3.14 Floor Mopping

3.14.1 Preparation of Mopping

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

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

3.14.1.3 Space mopped shall be properly prepared for the mopping operation by sweeping the floor area and cleaning floor of visible debris.

3.14.2 Mopping

3.14.2.1 Mopping operation shall be performed in such a manner to properly clean the floor surface and care taken to ensure that the correct type and mixture of cleaning solution, if required, is used.

3.14.2.2 All mopped areas shall be clean and free of dirt streaks, mop marks and strands, and properly rinsed and dry mopped to present an overall appearance of cleanliness.

3.14.2.3 Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solutions.

3.15 Floor Waxing

3.15.1 Preparation of Floor Area for Waxing

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

3.15.1.2 Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solutions.

3.15.1.3 All surfaces shall be mopped dry and the floor ready for the wax application. Floor shall be mopped with hot, clean water.

3.15.2 Waxing

3.15.2.1 Areas to be waxed shall be determined by CTR or designee. Floor finish recommended for stone floors.

- 3.15.2.2 Surfaces waxed shall have the proper type of wax or finish applied in accordance with floor manufacturer's recommendation.
- 3.15.2.3 Wax shall be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and be allowed to properly dry before polishing.
- 3.15.2.4 Walls, baseboards, furniture, & other surfaces shall be free of wax residue and marks from equipment.
- 3.15.2.5 Waxed area shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.

3.16 Spray Buffing

- 3.16.1 Only recommended finish shall be used (NO WAX).
- 3.16.2 Floor surface shall be swept and damped mopped to remove all dirt. After floor is dry, a light spray mist of buffing compound shall be applied and floor shall be buffed with buffing pad to restore shine.
- 3.16.3 Baseboards, furniture and equipment shall not be disfigured or damaged during buffing work.
- 3.16.4 Finished area shall be polished (buffed) with a high speed buffer and be acceptable with a uniform luster, and free of extreme highlights from the brushes of the machines.

3.17 Floor Scrubbing

3.17.1 Preparation

- 3.17.1.1 Machine and other equipment shall be checked and readied for operation.
- 3.17.1.2 Additions of motor oil, where required, shall be accomplished in a safe and careful manner to avoid spillage and overfilling.
- 3.17.1.3 Cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

3.17.2 Operation of Floor Scrubbing Machine

- 3.17.2.1 Mechanized equipment shall be operated only by authorized personnel having sufficient instructions as to the proper and efficient operation of equipment.
- 3.17.2.2 Scrubbing machine shall be started and operated in a safe and reasonable manner.
- 3.17.2.3 Care of the mechanized equipment shall be exercised at all times during its operation to avoid damage to personnel, building and equipment.

3.17.3 Floor Scrubbing and Rinsing

- 3.17.3.1 Proper precautions shall be utilized to inform building occupants of wet

and/or slippery conditions during the scrubbing operation.

3.17.3.2 Scrubbing work shall be performed in such a manner as to properly clean the floor surface and care taken to ensure that the proper cleaning solution is used.

3.17.3.3 All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing brushed and/or mops, shall be clean and free of dirt, water marks, and string; properly rinsed, and dry mopped to present an overall appearance of cleanliness.

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

3.18 Furniture and Miscellaneous Arrangement

3.18.1 All rug edges shall be replaced in proper position.

3.18.2 All moved items of furniture and office equipment shall be returned to original position, unless otherwise directed by the CTR or designee.

3.18.3 Care shall be exercised to avoid damage to facility and/or office equipment during movement of furniture, etc.

3.19 Waste/Trash Collection

3.19.1 For waste containers not addressed elsewhere in the standard, the cleaning service shall:

3.19.1.1 Remove trash and replace liners only when they are soiled from wet trash or food, become broken or as required by the client; and

3.19.1.2 Dispose of all trash before weekends and holidays.

3.20 Cleaning and Disinfecting High Touch Surfaces

3.21 All high-touch surfaces like doorknobs, offices, bathrooms, and common areas shall be cleaned and then disinfected at least three times per day. For hard surfaces, disinfectants like bleach solutions (1/2 cup of household bleach with 6% sodium hypochlorite per gallon of water), alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be used. Items like rags or wipes used for cleaning or disinfecting shall be changed often to prevent cross contamination. Contractor shall follow CDC recommendations or general best practices.

4.0 GENERAL CLEANING:

4.1 Empty and clean all wastebaskets, trash receptacles, etc. Damp, dust, or wet and dry polish as necessary (liners shall be placed in certain designated receptacles or wastebaskets). Remove all trash and wastepaper to designated collection points. All boxes, bags, etc. in hallways marked "trash" shall be removed to the dumpster daily. Cardboard boxes shall be broken and deposited in large trash containers. Recyclable paper in small recycle containers shall be removed and emptied in large recycle container and wheeled to the collection area when full or as directed by the CTR or designee. Empty all exterior trash

and cigarette butt receptacles.

- 4.2 Clean woodwork, doors, light switches, and walls to remove smudges and fingerprints. Entry and conference room doors shall be polished to a satin luster, from top to bottom, on front and backsides.
 - 4.2.1 Clean all glass doors and side lights, partition glass and glass furniture, including tables, credenzas, and desktops, as needed.
 - 4.2.2 Clean and dust mini or venetian blinds where installed.
 - 4.2.3 Clean and polish drinking fountains.
 - 4.2.4 Clean sinks, bright work and countertops in break-rooms.
 - 4.2.5 Restroom, shower and locker room cleaning
 - 4.2.5.1 All fixtures, including sinks, toilet bowls and urinals, showers, shall be scoured and disinfected using an approved solution and kept free of scale, rust, mold, and stains at all times.
 - 4.2.5.2 All bright metal accessories, including hardware on plumbing fixtures, shelving, partitions, and dispensing accessories shall be cleaned and polished using an approved solution and free of streaks.
 - 4.2.5.3 Sanitary item receptacles shall be emptied, cleaned, liners replaced, and disinfected with an approved solution. All other receptacles shall be emptied and damp dusted on the inside.
 - 4.2.5.4 Soap, towel, and tissue dispensers shall be cleaned, polished, refilled, and free of streaks. Deodorant blocks shall be used.
 - 4.2.5.5 All mirrors shall be cleaned and polished clear, free of smudges, streaks, or water- marks. All ceramic tile surfaces shall be cleaned and polished with an approved solution, kept free of soap film, scale, rust, stains, streaks, and mold at all times.
 - 4.2.5.6 Clean and sanitize with disinfectant toilet partitions, counters, and walls around wash basins.
 - 4.2.5.7 All walls and partitions shall be kept free of oil spots, smudges, streaks or foreign matter. Sweep, damp mop with disinfectant and take all necessary action to remove dirt, stains, and spots from restroom floors.
 - 4.2.5.8 Mop, scrub, and sanitize with disinfectant all restrooms and shower room floors nightly.
 - 4.2.5.9 Stair-landings, steps, and all corners shall be swept and mopped.
 - 4.2.5.10 Sweep, damp mop, and take all necessary action to remove scuff marks, spots, dirt, etc., from all vinyl composition tile floors, vinyl sheet covering floors, ceramic tile floor, and brick paver floors. "All floors" shall include waiting areas, lobbies, hallways, corridors, conference rooms, restrooms, laboratories, shower rooms, break rooms, locker rooms, kitchenettes, kitchens, and general office areas.

4.2.5.11 Sweep all exterior landings at main entrances, damp mop, and take all necessary action, to remove stains, spots, dirt, etc. Also, clean entrance mats where required.

4.2.5.12 Sweep and mop elevator floors and clean walls and doors.

4.2.5.13 Upholstery in reception areas, lobbies, waiting areas, etc. shall be spot cleaned or machine cleaned with proper chemicals to remove any spots or stains maintaining an overall uniform clean appearance. Upholstery shall also be vacuumed and wiped cleaned where required.

4.2.5.14 Vacuum all carpet and rugs.

4.3 Clean all carpeted areas and machine scrub and shampoo using the Bonnet System or spray bottle with spot cleaner when appropriate to remove stains and spots on a daily or nightly basis, when needed. Use ZEP Freeze or equivalent to remove gum from carpet and floors. Cleaning to include gum removal. Carpeted areas include conference rooms, waiting areas, lobbies, hallways, corridors, and general office floors.

4.4 Apply spray buffing wax and spray buff all V.C. tile, brick paver, terrazzo, vinyl sheeting floors and other hard surface floors nightly or as directed by CTR or designee excluding only private offices and classrooms. "All floors" shall include waiting areas, lobbies, hallways, corridors, laboratory hallways and building entrance floors. Excluding private offices and classrooms that contain V.C. tile. Use of treated dust mop in lieu of spray buffing shall not be acceptable on some flooring; however, the use of treated dust mops in lieu of spray buffing is acceptable on ceramic floors.

5.0 GENERAL CLEANING – ONE TIME PER WEEK:

5.1 Vacuum upholstery and clean with upholstery cleaning machine when required.

5.2 Clean and dust all cabinets, files, chair rails, paneling, windowsills, trim, and baseboards.

5.3 Dust wall picture frames and clean picture glass.

5.4 Dust and wipe clean all office furniture, fixtures, and desk accessories, as requested.

5.5 Dust exterior of lighting fixtures, air conditioning grills and vents throughout facility.

6.0 GENERAL CLEANING – ONE TIME PER MONTH:

6.1 Machine scrub to remove all dirt, rinse, apply wax (2 coats), as needed, and buff all V.C. tile floors, vinyl sheet covering floors, ceramic tile floors, and brick paver floors. Machine scrub ceramic floors using grout hog scrubber as necessary to remove all dirt and build-up from grout joints. "All floors" shall include conference rooms, waiting areas, lobbies, hallways, corridors and private offices, restrooms, shower rooms, locker rooms, break-rooms, and kitchens. Dust and spot clean where necessary all vertical surfaces such as walls, work stations, partitions, louvers, and surfaces not reached in daily, nightly or weekly cleaning. Wash desk floor-mats, upon request.

7.0 GENERAL CLEANING – ONE TIME PER QUARTER:

7.1 All carpeted floors shall be shampooed with proper shampooing equipment (the bonneting system shall not be used) once per quarter. Should normal shampoo methods

fail to adequately clean carpet in these areas, a steam extractor shall be used.

8.0 GENERAL CLEANING – TWO TIMES PER YEAR:

8.1 All V.C. tile, vinyl, and sheet covering, shall be completely stripped and re-waxed with two - three (2 -3) finish coats of wax. Ceramic floor tile, brick paver, and other hard surfaced floors shall be completely stripped and sealer finished with two - three (2 - 3) coats of finish. Machine- scrub all ceramic tile restroom and shower room floors using grout-hog as necessary to remove all dirt and build-up from grout joints. Restroom, shower room, and locker room floors shall receive two (2) coats of sealer and finish.

9.0 GENERAL CLEANING – ANNUALLY (ONE TIME PER YEAR):

9.1 High cleaning shall be done once a year. High cleaning consists of dusting and cleaning of exposed pipes and conduits, light fixtures, and lamps, tops, and upper shelves of high file cabinets and other objects high enough to require a ladder. High cleaning shall include the thorough cleaning of all return and supply air diffusers. Diffusers are to be wiped, scrubbed, and cleaned as necessary to remove all signs of caked on dust, dirt, or deposits. High cleaning performed is defined as a height above eight feet.

10.0 EMERGENCY AND SUPPLEMENTAL LABOR:

10.1 If emergency situations arise, i.e., roof leaks, busted water pipes, etc., the City may request additional emergency service outside of the Contractor's normal working hours. Services performed shall be those indicated in this scope of work, including but not limited to cleaning and janitorial services and emergency floor care. Emergency clean-up of floors shall include, but not be limited to carpet, tile, terrazzo or synthetic floors. Contractor's response time to an emergency request shall be within four (4) hours. All emergency labor requests shall be for a minimum of one (1) hour. The cost for this type of emergency shall be based on a per hour basis, inclusive of all supervision, labor, supplies, materials and equipment. All invoices shall indicate exact description of work performed, number of labor hours, and number of workers utilized to perform service.

10.2 Supplemental labor may be requested for special clean-up needs including but not limited to deep carpet cleaning (not covered under general cleaning requirements); make-ready cleaning of buildings which require special attention (make-ready cleaning shall mean cleaning above and beyond specifications) and effort to restore building to maintainable conditions; machine cleaning upholstery throughout facility, special cleaning facilitated by furniture moves and/or building repairs, etc. Such requests shall be submitted to the Contractor by the City, in writing, at least forty-eight (48) hours in advance of the performance date. All supplemental labor requests shall be for a minimum of two (2) hours. Supplemental labor costs will be based on a per hour rate, inclusive of all supervision, labor, supplies, materials, and equipment.

10.3 Payment for emergency and supplemental labor shall be computed as follows: the Contractor shall be paid a minimum of one (1) hour for emergency services or two (2) hours for supplemental services for actual work performed during those times regardless of the amount of time required to complete the service, per the hourly labor charge in the Fee Schedule. For example, if emergency service is completed within 25 minutes, the Contractor shall invoice the City for one hour and will be paid accordingly. Should the time required to complete the work exceed one hour, the Contractor shall be paid in 15-minute increments after the first hour. For example, if emergency service is completed in one hour and five minutes, the Contractor shall invoice the City for one hour and fifteen minutes and will be paid accordingly.

11.0 LOCATIONS AND CLEANING SCHEDULE:

- 11.1 The cleaning and janitorial services detailed in Exhibit “F”, shall be performed at the rate indicated in the Fee Schedule unless otherwise directed by the CTR or designee.
- 11.2 The Contractor's cleaning hours shall be established by the City. Cleaning schedules for holidays shall be mutually agreed upon by the City and the Contractor.

12.0 WORK SCHEDULES:

- 12.1 The Contractor shall provide Houston Public Works with an advanced six (6) month cleaning schedule, outlining all daily, monthly, quarterly, and semi-annual work scheduled for the respective facility. Cleaning schedules shall be clear and well defined. The Contractor shall submit the six-month schedule, for approval by the City, at the Pre-Work Conference, and annually, thereafter, for the term of the contract, unless otherwise directed by Houston Public Works facility's CTR or designee. A copy of the schedules shall be forwarded to the Service Contract Section, located at 2805 McKinney, Houston Texas 77003 and at 900 Bagby, Public Level – City Hall Annex, Houston Texas, 77002.

13.0 DAILY INSPECTIONS:

- 13.1 The Contractor shall develop a Daily Inspection Form for each facility. The Contractor shall submit the Daily Inspection Form, for approval by the City, at the Pre- Work Conference. The Daily Inspection Form shall be used by the CTR or designee to perform daily inspections. The CTR or designee and the Contractor shall sign the form after each inspection. The Contractor shall correct all deficiencies noted on the form the same day of receipt of report or the next day, as directed by the CTR or designee. Payment shall not be made until the Contractor corrects deficiency. Continuous failure to correct deficiencies on the same or next day may result in termination of contract. CTR or designee shall maintain copies of all Daily Inspection Forms and forward copies monthly to their respective Department's Service Contract Section. The Contractor shall maintain all originals.

14.0 DAILY REPORTING:

- 14.1 The Contractor shall develop a Daily Report Log. Contractor shall submit the Daily Report Log, for approval by the City, at the Pre-Work Conference. All Contractor's employees shall sign in and out daily on the Sign-In Sheet at the appropriate Guard Station, where required, and on the Daily Report Log. The CTR or designee shall maintain copies of all Daily Report Log and forward copies monthly to the Service Contract Section. Contractor shall maintain all originals. The Daily Report Log shall contain the following information.
 - 14.1.1 Discrepancies from the routine work scheduled and an explanation of the circumstances involved;
 - 14.1.2 Any property or equipment not in a serviceable or operating condition, e.g., paper product dispensers, toilets, urinals, leaky faucets, etc., listed by description and location;
 - 14.1.3 Damage, vandalism or broken windows, listed by description and location; and
 - 14.1.4 All minor problems and/or complaints may be handled directly between the

Contractor's supervisor and the CTR or designee. A summary of the incident and resolution shall be contained in the Daily Report Log.

14.2 All Contractors' employees shall log in and out individually, on the Daily Report Log. Employees shall log in and out for any breaks or meal periods. All minimum daily work-hour requirements listed in the proposed contract shall be documented entries, made as described herein. Failure to comply shall result in non-payment for work-hours not reported.

15.0 SAFETY:

15.1 The Contractor shall hold a safety meeting with its employees on a monthly basis. At the safety meeting, the Contractor shall discuss the correct and safe use of cleaning supplies and materials and the correct and safe methods for operation of machinery and equipment. After this meeting, Contractor shall prepare a written report and provide the CTR or designee with a copy of the report within fifteen (15) days after the meeting.

15.2 The Contractor shall be responsible for maintaining a notebook at each site containing Safety Data Sheets (SDS) for all cleaning chemicals used. If the Contractor wants or needs to switch products from those for which they have submitted SDS's, the Contractor shall submit the SDS for the new product for review and approval prior to making the change. The Contractor shall also affix Hazardous Material Information (HMI) stickers to each cleaning chemical used.

15.3 SDS sheets for all chemicals shall be kept on site and employees must be advised of their location.

16.0 PRE-WORK MEETING:

16.1 The successful Contractor shall be required to attend a Pre-Work Meeting, no less than one (1) week prior to the contract start date, unless otherwise directed by the City. The Contractor shall submit clear and well-defined cleaning schedules within ten (10) days after the Pre-Work Meeting.

16.2 The Contractor shall submit the following required forms in accordance with Sections 13.0 and 14.0 of Exhibit "B".

- Daily Inspection Form
- Daily Report Log

16.3 The Contractor shall present, for Department approval, samples of all paper products and lotion soaps it proposes to provide under this contract.

16.4 The Contractor shall be familiar with specifications of existing paper product holders or dispensers and provide products accordingly. The Contractor shall note that the City shall not reimburse the Contractor for any dispensers or holders purchased for any facility without the prior written approval from the Department. The Contractor shall provide any revisions to his/her machinery and equipment list, including manufacture model numbers for new pieces.

17.0 CONTRACTOR'S EMPLOYEES:

- 17.1 The Contractor shall provide an Employment Eligibility Verification (Form I-9) for all personnel assigned to these facilities. This form shall be provided prior to contract award.
- 17.2 All personnel performing work under this contract are employees of the Contractor and the Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, worker's compensation/industrial accident insurance, and all other costs associated with such personnel, including taxes relating to such employees. The Contractor shall adhere to all legal mandates, federal, state or otherwise, regarding the payment of the minimum wage.
- 17.3 At no time shall the Contractor(s) allow any unauthorized person(s) to enter the facility.

18.0 SUBCONTRACTORS:

- 18.1 The Contractor shall manage, control and be responsible for all the Work performed by its Subcontractors/Agents. A complete list of all subcontractors shall be submitted to the Director for approval prior to Subcontractor/Agent commencing work. The Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director and/or designee.

19.0 CONTINGENCIES:

- 19.1 HPW shall meet certain objectives of readiness for emergencies, to include but not limited to, natural disasters, 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 the Contractor's Phase-In showing in detail how the Contractor shall act in the event of:
 - 19.1.1 Natural disasters such as a major storm, flood, high winds, or inclement weather plans;
 - 19.1.2 Labor dispute or strike by the Contractor's personnel; and
 - 19.1.3 The plan shall be updated on an annual basis or as changes occur and submitted to the City.

20.0 CONTRACTOR'S LIABILITY:

- 20.1 In addition to insurance which is required by statute or City Ordinance, the Contractor understand that it shall be liable to the City for any damage caused to City property or any individual or accident caused by the Contractor or may occur in the course of performance of cleaning City facilities. Liability shall also include the loss or destruction of personal property of City employees.
- 20.2 The Contractor shall be responsible for providing safety equipment such as gloves, dust masks, etc., to its employees. The Contractor is strictly prohibited from allowing anyone, other than City employees and the Contractor's personnel, entry to City buildings without the expressed written permission from the CTR or designee. The Director and/or Designee may require dismissal from work any employee who is deemed incompetent or is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facilities and their population. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an alien Registration Receipt Card Form 1-51. The Contractor

shall not employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176.

21.0 LIQUIDATED DAMAGES:

21.1 Services provided by the Contractor shall be provided in an effective and efficient manner to ensure the janitorial services provided to the public and the City are satisfactory, and the best use of public funds achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. The Contractor agrees that in the event the requirements of this Agreement and Exhibits are not complied with, the City may assess liquidated damages for non-compliance, and the amount of any such liquidated damages may be deducted from payments otherwise due to the Contractor. The amount of actual damages resulting from the Contractor's non-compliance may be difficult to ascertain, so both parties agree that liquidated damages assessed are reasonable and not a penalty.

21.1.1 Should trained personnel not report to provide the services required by the contract, the City will incur liquidated damages of up to 10% of the total monthly invoice per month per site and shall be deducted from payments due to the Contractor. The Contractor shall be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.

21.1.2 The Contractor shall be notified in writing within twenty-four (24) hours of the instances of non-compliance, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the non-compliance is not corrected within twenty-four (24) hours of receipt of such notice, liquidated damages of up to 10% of total monthly invoice per month per site shall be deducted from payments due on the Contract. The Contractor shall be notified of the assessment of liquidated damages in writing within twenty-four hours of Contractor's non-compliance.

21.1.3 Liquidated Damages: Failure to comply with the terms of the Agreement and specifically to respond to problems referred to the Contractor by the City within the time limits established above shall result in the following liquidated damage assessments:

21.1.3.1 Major or minor problems not responded to within the established time limits shall result in a deduction of 10% of the monthly cost of cleaning the entire facility.

21.1.3.1.1 Inspection reports (completed by City staff) for a one-month period shall be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% penalty.

22.0 SECURITY REQUIREMENTS FOR HOUSTON PUBLIC WORKS:

22.1 The Contractor agrees to strictly abide by all security and safety regulations issued by the City as stated below.

22.2 All Contractor personnel and subcontractors must be a U.S. Citizen or have a legal work permit. Each employee of the Contractor shall be required to present a valid unexpired U.S. state driver's license or photo identification card. A U.S. issued resident alien card, with photo, passport, or other U.S. state or U.S. federal photo documentation is

acceptable to present for identification purposes. It is the responsibility of the Contractor to immediately inform the City of any personnel changes.

- 22.3 The COH/HPW Houston Water Security Group shall also conduct a criminal background check (at no cost to the Contractor) on all Contractor and subcontractor personnel assigned to work at any Houston Water site. The Contractor shall contact the security manager at the HPW Houston Water Security Group during normal business hours (8:00 am to 5:00 pm, M-F) to coordinate completion of criminal background checks.
- 22.4 The Contractor shall agree to completion of the City's Disclosure and Consent for Release of Information and any other documentation necessary to complete criminal background checks.
- 22.5 All Contractor personnel without current identification cards shall be stopped by COH personnel and/or security personnel and shall not be given access to any COH/HPW Houston Water facility. All construction personnel must show a valid identification card at the entrance gate and upon request while working on site.

23.0 HPW INVOICING INFORMATION AND ADDRESS:

23.1 Payment

23.1.1 The unit of measurement for cleaning and janitorial services shall be per month. All work performed shall be paid for at unit bid price which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete work. Payment may be held by the City should the Contractor fail to meet cleaning requirements specified.

23.2 Invoicing

23.2.1 All invoices shall be submitted in triplicate (one original and two copies.). All invoices shall be original invoices or certified original invoices on the Contractor's company stationery with the original signed by an authorized agent of the company. Payment of invoices shall be made within 30 days of receipt of invoices, unless there is a bona fide dispute between the City and the Contractor concerning the supplies, materials, equipment delivered, or cleaning and janitorial services performed. The City reserves the right to review all invoices received for accuracy and compliance with the terms, conditions and fee schedule of this contract. The City further reserves the right to reject invoices received without proper documentation where applicable.

23.2.2 Invoices shall the following information.

23.2.2.1 City Contract No. and Ordinance No.;

23.2.2.2 Facility Name and/or Address where services provided;

23.2.2.3 Date and time services provided;

23.2.2.4 Description of services provided;

23.2.2.5 Cost for service provided, in accordance with the Fee Schedule;

23.2.2.6 Any additional work (Emergency or Supplemental) shall be itemized to

show the name of the Contractor's employee(s), date, times of service, total number of labor hours completed a copy of written authorization.

23.2.2.7 Total invoice cost.

23.3 Submittal of Invoices

23.3.1 For Houston Public Works, submit invoices to:

finaccountspayable@houstontx.gov or mail to:

City of Houston
Houston Public Works
Finance Business Office, Accounts Payable
P.O. Box 3685
Houston, TX 77251-3685

24.0 **INCREASE OR DECREASE OF WORK – INCLUSIONS/EXCLUSIONS:**

24.1 Throughout the Term of the Agreement, the Director and/or Designee may by written notice to the Contractor, increase and/or decrease the square footage identified in Exhibit "B-4", or increase and/or decrease the frequencies covered by the Agreement in Exhibit "B-4" of the Agreement. The Contractor's sole compensation for such adjustment shall be the unit cost per square foot. The Contractor shall always provide an adequate number of on-site personnel at no additional cost to HPW.

25.0 **END OF CONTRACT REVIEW:**

25.1 Approximately ten (10) days prior to the end of the contract, the Contractor and the CTR or designee shall schedule and perform a walk-through of each facility to review cleanliness. If the cleanliness level of a facility is below that of the cleanliness standards established by this contract, the City will hold the last monthly payment for that facility until the cleanliness standards are met. The decision of the CTR or designee will govern.

26.0 **OTHER TERMS AND CONDITIONS:**

26.1 The Contractor's failure to satisfactorily perform at any facility shall be grounds for finding the Contractor in default and endangerment of termination of the entire contract.

26.2 The Contractor assumes the risk of, and shall be responsible for any loss or destruction of, or damage to City property. Likewise, the Contractor shall be responsible for loss or destruction of, or damage to City property that results from willful misconduct or lack of good faith on the part of the Contractor's personnel. In assumption of such risk, Contractor shall ensure all contract employees are bonded.

SCOPE OF WORK – FLEET MANAGEMENT DEPARTMENT

1.0 **SCOPE OF WORK:**

1.1 The Fleet Management Department (FMD) has seven (7) satellite locations and only requires cleaning, ranging from two to five days a week. The Contractor shall schedule the days of cleaning at each location to facilitate using current cleaning personnel.

1.2 The Contractor shall sweep, damp mop, and take all necessary action to remove scuff

marks, spots, dirt, etc., from all vinyl composition tile floors, vinyl sheet covering floors, ceramic tile floors, and brick paver floors. None of the seven (7) satellite locations area shall need the floors to be waxed or buffed.

1.3 General Cleaning – Two Times per Year

1.3.1 All V.C. tile, vinyl, and sheet covering, shall be completely stripped and re-waxed with two - three (2 -3) finish coats of wax. Ceramic floor tile, brick paver, and other hard surfaced floors shall be completely stripped and sealer finished with two - three (2 - 3) coats of finish. Machine-scrub all ceramic tile restroom and shower room floors using grout-hog as necessary to remove all dirt and build-up from grout joints. Restroom, shower room, and locker room floors shall receive two (2) coats of sealer and finish.

1.3.2 There shall not be any dust streaks on desks or other office equipment. If there is any paper on desks, paper shall not be disturbed

1.3.3 Carpet shall be shampooed more frequently, at some locations to maintain cleanliness.

2.0 CLEANING SCHEDULE FOR THE FLEET MANAGEMENT DEPARTMENT (FMD):

2.1 100 Japhet: Buildings A-B-C-I-J

Day cleaning services shall be performed Monday through Friday, and cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

- 2.1.1 Administrative Offices – 1st and 2nd Floors.
- 2.1.2 Building I – Lube Shop Offices.
- 2.1.3 Building I – Tire Shop Offices.
- 2.1.4 Building I - Breakroom, Restrooms (2), and Superintendent Area.
- 2.1.5 Building B – State Inspection Office/Restroom.
- 2.1.6 Building C – Welding Shop Office / Restroom.
- 2.1.7 Building J - Parts Room.

2.2 802 Burress

Day cleaning services shall be performed only Monday and Thursday, and cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

- 2.2.1 Break Room (One restroom).
- 2.2.2 Upstairs Office
- 2.2.3 Downstairs Office, Stairs, and Hallway.
- 2.2.4 Small Office in Garage.

2.3 1700 Crosstimbers

Day cleaning services shall be performed Monday through Friday, and cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 pm CST.

- 2.3.1 Administrative Offices.
- 2.3.2 Break Room and two (2) Restrooms.
- 2.3.3 Conference Room.
- 2.3.4 Hallways

2.4 2700 Dalton

Day cleaning shall services be performed Tuesday and Friday, and all cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

2.4.1 Break room and two (2) Restrooms.

2.5 5410 McCarty

Day cleaning services shall be performed Monday through Friday, and all cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

12.5.1 Administrative Offices.

12.5.2 Break Room and two (2) Restrooms.

12.5.3 Conference Room.

12.5.4 Hallways.

2.6 7101 Renwick

Day cleaning shall be performed Monday and Thursday, and all cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

2.6.1 Break Room, two (2) Restrooms, and an Automotive Service Writer Office.

2.6.2 Three (3) Restrooms Adjacent to the Service Writer Office.

2.7 5900 Teague

Day cleaning services shall be performed on Tuesday and Friday, and all cleaning shall be conducted between the hours of 7:00 a.m. and 3:00 p.m., CST.

2.7.1 Break Room and two (2) Restrooms.

2.7.2 Two (2) Administrative Offices

3.0 WORK VERIFICATION:

3.1 When scheduled for work, the Contractor's personnel shall check in at the offices of the Facility Managers. The Contractor shall present work orders or schedule. At that time, additional instructions, if any, shall be provided by the Facility Managers. When the work is completed, or upon cessation of work, the Contractor shall return to the Facility Manager and complete the City Service Log describing services and procedures utilized for the schedule work with appropriate follow-up actions if needed. The Facility Manager shall verify and approve the City Service Log (CSL) and the Contractor's work order. A copy of the signed log and work order, with approval signature and employee ID number, shall be submitted with the Contractor's invoice for payment. Invoices submitted without the appropriate City log and work order approval will not be processed for payment until proper documentation is received. The Contractor shall send separate invoices to the individual Facility Managers as requested by Department staff.

4.0 FMD INVOICING ADDRESS:

4.1 The Contractor shall invoice the City and the City shall make payment in accordance with Section 3.0, Work Verification, of this Agreement. The Contractor invoices for those costs specified in the Contract Fee Schedule must include itemization justifying the amounts as invoiced. Separate invoices for each facility must be provided. The itemization shall be in accordance with the Contract Fee Schedule and shall include, but is not be limited to the following:

4.1.1 Each invoice (in duplicate) shall be delivered, mailed or emailed to the individual facility managers of the General Services Department. The Contractor is responsible to verify GSD's correct mailing address.

- 4.1.2 Invoices must be submitted in duplicate with copies of the Contractor's work orders attached which have been approved by the Facility Manager or designee.
- 4.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.
- 4.1.4 Invoices submitted for services that are performed as the result of Other Work/Services must also include copies of Director's written request for the services and any additional supporting documentation required for the services provided.
- 4.1.5 Other information or details as may be requested or specified by the Director.
- 4.1.6 Each invoice must contain, in addition to the above, the five-digit Systems Applications and Products (SAP) Contract Number and Service Release Order (SRO) number assigned by the City Controller's Office to the specified contract services; a complete description of the services provided (and complete contract name); and the Contractor's contact person for invoice irregularities.
- 4.1.7 For Fleet Management Department, submit invoices to:

City of Houston
General Services Department
Attn: Accounts Payable
P.O. Box 61189
Houston, TX 77208-1189
E-mail: gsdpayables@houstontx.gov

SCOPE OF WORK – HOUSTON AIRPORT SYSTEM

1.0 CONTRACTOR DUTIES:

- 1.1 The Contractor shall provide Cleaning and Janitorial Services, i.e. "The Work" at Houston Airport System (HAS) per one of the assigned three levels of service:
 - 1.1.1 Level One: The Contractor shall provide cleaning and janitorial services as scheduled in Exhibits B-1 through B-3. The Contractor shall take part in quality walk throughs and meetings with HAS to ensure adequate frequency is meeting HAS customer service standards. Any increase in cleaning frequency shall be through a written notice to the Contractor. The Contractor's sole compensation for such adjustment shall be the unit cost per day.
 - 1.1.2 Level Two: The Contractor shall perform "The Work" as scheduled in Exhibits B-1 through B-3. Any increase in cleaning frequency beyond this shall be through a written notice to the Contractor. The Contractor's sole compensation for such adjustment shall be the cost per day.
 - 1.1.3 Level Three: The Contractor shall perform "The Work" as scheduled in Exhibits B-1 through B-3. for each designated facility. Any increase in cleaning frequency beyond this per week shall be through a written notice to the Contractor. The Contractor's sole compensation for such adjustment will be the unit cost per day.

- 1.2 The Contractor shall provide cleaning and janitorial services related to all locations as shown in Exhibits B-1 through B-3. Such services shall include, but not be limited to, furnishing all supervision, labor, materials, supplies, and equipment necessary for cleaning and janitorial services. All work shall be performed in a first-class, professional manner, satisfactory to the on-site HAS representative. Cleaning and janitorial maintenance services provided under this Contract shall include all buildings and the exterior sites.
- 1.3 The Contractor shall comprehend that whenever the word "clean" is used in this specification, it is understood to mean scrub, wash, dust, damp clean, scrape, vacuum clean or polish, as necessary, to bring the area or item cleaned to a condition free of dust, dirt or stains satisfactory to the department's Contract Administrator. Subject cleaning is to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, paste cleaners, solvent, bleaches ammonia liquid and paste polishes, etc.
- 1.4 The Contractor shall comprehend that whenever the word "strip" is used in these specifications, it shall mean the process prescribed by the manufacturer of the floor finish being used for removing the last application of floor finish, and for preparing the floor tile to receive new floor finish. Typically, floor stripping requires the use of one or more of the following:
 - 1.4.1 Power floor scrubbing machines, scouring pads, brushes, rags, mops, with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease, stains, and the wax applied by the manufacturer of new floor tile.
- 1.5 Cleaning and janitorial maintenance services provided under this Agreement shall include but not limited to all the office areas, restrooms, shower areas, gym, courtrooms, laboratories, office space, lobbies, corridors, hallways, storage areas, conference rooms, interview areas, lunch rooms, auditoriums, kitchens, kitchenettes, training rooms, elevators, escalators, and hallways as applicable, public contact areas, conference rooms, computer rooms, reception areas, and all of the functions associated with these tasks within each specific building as applicable.
- 1.6 Areas to be excluded from service are electrical and telephone closets, pipe space, air plenums, mechanical equipment rooms, and storage rooms.
- 1.7 The Contractor shall only employ personnel that are thoroughly trained in all phases of cleaning, janitorial techniques, and safety.
- 1.8 The Contractor shall employ a thoroughly trained manager to oversee the Cleaning and Janitorial Services performed under this Agreement. The manager or designee shall be on-call twenty-four (24) hours per day, seven (7) days per week.
- 1.9 The Contractor shall maintain a telephone where the City and/or the Facility Superintendent or Designee may contact the Contractor Manager or their designee twenty-four (24) hours a day in the event of an emergency.
- 1.10 The Contractor shall provide male personnel to perform work in exclusive male areas and female personnel to perform work in exclusive female areas to include locker rooms.
- 1.11 The Contractor shall arrange for each work crew to include a crew leader or supervisor, trained, and experienced in supervising cleaning and janitorial work. A crew leader or supervisor must accompany each crew at all times while on-site when required.

2.0 BASIC SERVICES:

- 2.1 The Contractor shall furnish all supervision, labor, equipment, tools, transportation, materials and specified supplies, and other incidentals, as required to provide cleaning and janitorial services for buildings and facilities listed in Exhibit B-1 through B-3. The Contractor shall provide services in accordance with Sections 6.0 through 14.0, which details general tasks, and Section 3.0 (Work Standards).
- 2.2 The anticipated initial schedule for accomplishing the work is specified in Exhibits B-1 through B-3. 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 completion during overnight hours or weekends as approved by Houston Airport System.
- 2.3 The Contractor shall develop and provide service plans and schedules to cover all work to be performed for review and approval by HAS during the 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. The Contractor shall adjust its schedule plans and schedules accordingly and submit a revised schedule to HAS within five (5) working days after receiving notification from HAS.

3.0 WORK STANDARDS:

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

3.1 Maintain Carpeted Floor and Rugs

When maintaining carpets and rugs, the Contractor shall clean carpet, rugs, carpet runners, and carpet mats. The Contractor shall vacuum to remove most soil and surface dust. For spot cleaning, procedures such as vacuum bonnet and dry-foam methods are used when these shall thoroughly remove all steaks, stains, and spots. The Contractor shall clean spots as they are encountered and shall not wait for HAS to point them out. When spot cleaning methods are not sufficient or appropriate, the water extraction method shall be used. Also, the Contractor shall use the water extraction method after a carpet or rug has been dry-foam cleaned three (3) consecutive times. Aluminum disc or stiff, heavy neutral color, or white paperboard shall 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. The Contractor shall use anti-static chemicals in the complete process of cleaning carpets in rooms containing electronic equipment. All furniture shall be replaced to their original position upon completion.

3.2 Vacuuming

The Contractor shall vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture fixtures, trash cans, entrance mats, rubbers, in corners, abutments, baseboards, stair 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 substances is encountered, an appropriate gum remover or spot cleaning method shall be used. After they have been vacuumed, the carpeted floors and rugs shall be freed of all detectable soil

embedded grit, litter, and spots.

3.3 Vacuum Bonnet System for Carpets

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

3.4 Dry-Foam Carpets

The Contractor shall dry clean carpet as needed and/or requested to maintain a clean, high level appearance. Dry foam tends to leave residual chemicals 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 area has been dry-foam cleaned, the carpeted floors shall be free of detectable soil and spots.

3.5 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 a uniform appearance. Upon completion of water extraction cleaning, carpets shall be free of litter, materials such as paper clips and staples, soil, streaks, stains, spots, and embedded dirt. The pile shall be uniform, and all furnishings shall be returned to their original positions. Note that certain carpeted areas may require extraction more frequently than others such as office areas. The work shall be accomplished as directed by HAS.

3.6 Non-Carpeted Floors

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

3.7 Dust Mops

The Contractor shall dust mop all non-carpeted floors except for 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.

3.8 Machine Scrub

The Contractor shall machine-scrub floor surfaces that have soiling which cannot be removed through wet mopping, the Contractor shall machine-scrub floors using a neutral cleaner, operate a floor machine over all accessible floor areas and areas that can be

reached by moving furnishings, and manually scrub areas that are inaccessible with the machine. Dirty water shall be picked up and the floor shall be rinsed clean until it is free of all solution. Wet floor signs shall be placed on the floor around the wet area to alert any persons in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and chemical residue.

3.9 Spray Buff/Restore Vinyl/Tile

The 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, and heel marks and other marks shall be removed. The floor surface shall be wet-mopped and rinsed in accordance with Section 3.12 (Wet Mop Non-Carpeted Floors).

3.9.1 The floor finish in the spray-buff chemical shall be the same type as that already on the floor. After buffing, the floor shall 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 shall 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 shall be replaced in their original positions.

3.10 Applying Terrazzo and Resilient Topcoat

3.10.1 The Contractor shall apply topcoat 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 cleaned/scrubbed to remove dust, grit, scuff marks, and scratch marks.

3.10.2 The Contractor shall apply topcoat 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 shall be cleaned/scrubbed to remove dust, grit, scuff marks, and scratch marks.

3.11 Strip/Seal/Wax

The 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 42.11 of this scope of work for the type of finish and/or sealer being stripped and shall be used in accordance with the manufacturer's directions. All floor surfaces to which stripper has been applied shall be thoroughly rinsed with clean water. If a mop is used to pick 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. Contractor shall strip the floor with an auto scrubber and stripper to remove dirt and old buildup wax. A liquid non-slip water emulsion type floor wax or floor finish shall be used on all floor coverings cleaned according to specifications. Non-slip properties of the floor finish are especially important in stairwell areas. The wax shall be applied to the floor surfaces with a clean cotton mop or a pro-speed applicator after the floor surfaces have been thoroughly cleaned by mopping, scrubbing or stripping has been performed. Application of two (2) coats of wax and sealer is required. The application of excessive

amounts of wax shall 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 with a neat and well-kept appearance. After the finish has dried, the reflectance shall be uniform with no streaks or swirls visible. Upon request, or when inspection shows a wax build-up or other deposits of foreign materials, or wax over dirt, the Contractor shall strip the surface clean and apply new wax. When inspections show 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 shall be replaced to original positions.

3.12 Wet Mop Non-Carpeted Floors

The Contractor shall wet-mop non-carpeted floors by applying a water/detergent solution to loosen and suspend soil, remove soil, and rinse the floor surface. Before mopping, 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 shall 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 shall be properly disposed of in the appropriate location or receptacle without creating soiling. All furnishings shall be replaced to original positions.

3.13 Spot Mop

The Contractor shall remove gum, marks and streak 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 shall be ready for vacuuming or sweeping.

3.14 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.

3.15 General Cleaning

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

3.16 Cleaning/Disinfecting

Properly cleaned and disinfected doors, walls, partitions, trip, baseboards, handrails/stair rails, frames, window sills, ledges and horizontal surfaces, including their component parts, shall be clean and free from all dirt, dust, film, streaks, smudges, lint, and cobwebs. Restroom/locker room wainscots stall partitions, doors and walls shall 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.

3.16.1 Cleaning and Disinfecting Frequency Touched Surfaces and Objects

The Contractor shall disinfect frequently touched surfaces and objects using a product from the EPA's list of approved disinfectants that are effective against viruses that are harder to kill than viruses like the one that cause COVID-19.

Examples of frequently touched surfaces and objects requiring disinfection include: kiosks, ticket machines, benches, handrails, garbage cans, door handles, payphones, restroom surfaces (such as faucets, sinks, toilets, and counters), elevator buttons, system maps, tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, touch screens, and ATM machines.

If surfaces are dirty, surfaces should be cleaned prior to disinfection.

For soft or porous surfaces, remove any visible contamination if present and clean with appropriate cleansers indicated for use on these surfaces.

For electronics, use alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.

3.17 Cleaning/Disinfecting Sinks, Commodes and Urinals

Properly clean 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.

3.18 Damp Wiping

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

3.19 Metal Cleaning and Polishing

Properly cleaned and polished metal surface shall be clean, bright and without deposits or tarnish. Metal cleaner shall be quickly removed from adjacent surfaces. Metal cleaner and polish shall 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.

3.20 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.

3.21 Dust

Dusting includes all surfaces up to and including six (6) feet from the top of the floor surface, Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from the height of six (6) feet and below to the floor surface. This Includes, but is not limited to the structure, furniture, and equipment surfaces of horizontal and vertical 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 (5) feet from the top of the floor surface and below shall be uniformly clean, free of dust, dry soil, lint, litter, and cobwebs.

3.21.1 High Dusting

The Contractor shall accumulate and remove dust, dry soil, lint, litter and cobwebs from all surfaces including vents six (6) feet above floor level. After high dusting, surfaces shall be uniformly clean.

3.21.2 Included in high dusting are light fixtures, globes, shades, plastic type panels, blinds, and ceiling surfaces.

3.22 Reduce 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 shall be accomplished with a vacuum cleaner equipped with non-conductive type nozzles and brushes.

3.23 Ceiling Cleaning

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

3.24 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 when adjacent surfaces have been wiped clean. Frames, casings, sills, and ledges shall be free of soil, dirt, tape residue, smudges, and splash marks. Splashed glass cleaner, drip marks and all other types of soil streaks shall be removed from all adjacent surfaces such as walls, frames, casing, and trim.

3.25 Blinds Cleaning

The 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 shall be replaced immediately upon completion of the cleaning operations; and must never remain down for more than 48 hours. Upon completion of cleaning, the blinds, tapes and cords shall be free of dust, stains, soil, and smudges and shall be placed back into the locations from which they were removed.

3.26 Clean and Polish All Furniture and Fixtures

The Contractor shall clean and polish all furniture and fixtures in accordance with the cleaning and janitorial work schedule.

3.26.1 Cleaning Furniture/Furnishings – the 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 for this service item. Wood furnishings shall 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.

3.26.2 Polish Metal – the Contractor shall remove tarnish, clean and polish brass stainless steel and nonferrous metal push plates, kick plates, door hardware, name plates, protective and ornamental plates and flanges, railings, furniture, fixtures, and similar Items. Metal polish shall 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 must be clean and bright

3.27 Remove Trash

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

3.27.1 Recycle White Paper – the Contractor shall collect white paper from containers in offices, break rooms, copier rooms, file rooms and high traffic areas on Thursdays, and deposit paper in specifically marked containers used in the City's Recycling Program.

3.28 Clean Ash Receptacles

Sand urns and other ash receptacles shall be emptied and wiped clean. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns, and the Contractor shall replace discarded sand. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks or smoking material residue. Sand urns shall 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.

3.29 Clean and Service Restroom

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

- 3.29.1 Remove trash in accordance with Section 3.27 in this scope of work.
- 3.29.2 Clean mirrors and glass in accordance with Section 3.24 in this scope of work.
- 3.29.3 Sweep non-carpeted floors in accordance with Section 3.6 In this scope of work.
- 3.29.4 Wet mop non-carpeted floors with a germicidal detergent and in accordance with Section 3.12 In this scope of work.
- 3.29.5 Machine-scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent in accordance with Section 3.8 in this scope of work.
- 3.29.6 Spot mop in accordance with Section 3.13 In this scope of work.
- 3.29.7 General clean in accordance with Section 3.15 in this scope of work.
- 3.29.8 Fill towel, toilet paper, feminine hygiene products, and soap dispensers in accordance with Section 3.31 in this scope of work.
- 3.29.9 Clean and disinfect all surfaces of partitions, stalls, stall doors and wall areas adjacent to wall- mounted lavatories, urinals and toilets.
- 3.29.10 Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, wall mounted lavatories, urinals and toilets.
- 3.29.11 Damp clean and disinfect all surfaces of shower curtains and doors.
- 3.29.12 Damp clean and disinfect all exterior surfaces of lockers.
- 3.29.13 Flush cleaning chemicals through the traps dally to reduce the accumulation of scale.
- 3.29.14 Clean and flush floor drains with germicidal detergent, following by a second flushing with clean rinse water.
- 3.29.15 Clean wall and ceiling vents and air-intakes, removing lint and dust.
- 3.29.16 Clean-vacuum all walk-off rugs or mats.

3.30 Special Restroom Cleaning Requirements

The Contractor shall use a disinfectant solution 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 shall be free of streaks, stains, scale, scum detergent residue, mineral deposits and stains. Acid type bowl cleaner shall not be used on floors, walls, nor any surfaces other than inside toilet bowls and urinals. Chrome-plated or stainless-steel hardware shall be cleaned with a non-abrasive cleaner. Upon completion of cleaning and servicing restroom, trash shall be removed, all surfaces shall be disinfected, and there shall be no streaks, stains, marks, detergent residue, dirt accumulations, mold, fungus, mineral deposits or soiling on any surface. Dispensers shall also be full.

3.31 Clean and Fill Dispensers

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

3.32 Clean and Service Kitchens and Break Rooms

3.32.1 A properly cleaned kitchen or break room shall be uniformly clean and disinfected. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms.

3.32.2 Removal of trash.

3.32.3 Clean mirrors.

3.32.4 Sweep non-carpeted floors.

3.32.5 Wet mop non-carpeted floors with a germicidal detergent.

3.32.6 Machine-scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent.

3.32.7 Spot mop.

3.32.8 General clean.

3.32.9 Fill towel and soap dispensers.

3.32.10 Clean and disinfect all surfaces of fixtures and accessories.

3.32.11 Flush cleaning chemicals through the traps daily to reduce the accumulation of scale.

3.32.12 Clean microwave ovens.

3.32.13 Clean exterior and interior of refrigerators.

3.32.14 Clean coffeemakers, except those owned by private coffee service vendor(s) as advised by HAS.

3.32.14 Clean and disinfect outside of ice machines.

3.33 Disinfecting

The Contractor shall use a disinfecting cleaner 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.

3.34 Fixed Appearances

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

3.35 Cleaning Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and then 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 shall be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris.

3.36 Clean Entrances

Porches, platforms, docks, ramps, steps, and risers of entrances shall be cleaned and polished for the removal of dirt, mud, trash, and litter. The Contractor shall clean the exterior walls in entrance areas, up to six (6) feet from the top of the entrance floor surface. The Contractor shall also clean items such as mats, surfaces under mats, and foot scrapers. All glass doors and glass panels adjacent to glass doors shall be cleaned. Upon completion of cleaning entrances, all entrance surfaces and entrance mats shall be clean and free of any soil, streaks and debris. Mats shall be replaced to their original positions.

3.37 Clean and Restock Custodial Storage Space and Storeroom

The 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 to ensure proper ventilation of cleaning materials. Upon completion of cleaning and re-stocking custodial storage spaces, all surfaces shall have been disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling. Storage spaces shall be amply stocked with supplies.

3.38 Clean Elevators

- 3.38.1 A properly cleaned elevator shall be uniformly clean with no dust, soil, fingerprints, or smudges. Contractor shall perform the following items in order to complete cleaning and servicing elevator(s):
- 3.38.2 Pick up any trash, food, or debris dropped on the floors.
- 3.38.3 Spot-clean spills using appropriate techniques.
- 3.38.4 Spot-clean fingerprints from the stainless-steel fascia in the elevator landings.
- 3.38.5 Mop floors to remove dirt and stains.
- 3.38.6 Remove gum from floors.
- 3.38.7 Clean walls, car stations, pushbuttons and kick panels.
- 3.38.8 Clean door tracks with scrub brush or vacuum cleaner (backpack).
- 3.38.9 Clean stainless-steel elevator walls and sills of doors with clean white cloth.
- 3.38.10 Spot clean and polish to remove marks and smudges by using a small amount of stainless-steel cleaner.
- 3.38.11 Clean all stainless-steel fascia in the elevator lobby.
- 3.38.12 Polish stainless-steel surfaces.
- 3.38.13 Scrub floors.
- 3.38.14 Clean light fixtures.

3.38.15 Dust ceilings.

3.39 Routine Work Schedule

The Contractor shall provide HAS with a routine work schedule during Contractor's Phase-In period. The Contractor's routine work schedule shall indicate how the Contractor shall schedule and accomplish the basic services tasks identified in this Agreement and summarized in the cleaning and janitorial work schedule. The Contractor shall avoid scheduling weekly work on City holidays.

3.40 Work Completion and Inspection

The Contractor shall complete all required routine services in accordance with the routine work schedule. HAS shall inspect the Contractor's work immediately following the times designated in the routine work schedule.

3.41 City Modification of Work Schedules

HAS reserves the right to designate the specific cleaning time for those building areas whose occupants require cleaning and janitorial services to be performed during a given time period. At any time during the term of this Agreement, HAS shall 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 (5) normal working days after receiving a written notice from HAS.

3.42 Contractor Request for Modification of Work Schedules

The Contractor's request for alterations to basic services work schedules shall be submitted in writing to HAS for approval no later than five (5) normal working days prior to the desired effective date. Alterations shall not become effective until approved by HAS.

3.43 Interference with City Business or Personnel

Work shall be scheduled and performed so that interference with HAS business or personnel is minimized.

4.0 PERFORMANCE DEFINITION AND STANDARD – SUPPLIES AND EQUIPMENT:

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

4.2 All of the services that follow are typical of the services that shall be required. The list may not be all-inclusive to all properties. Any omissions do not relieve the parties providing the services of performing those services required by HAS that are not a part of this list.

5.0 GREEN CLEANING FACILITIES:

5.1 HAS has buildings that are LEED Certified, and shall require Green Cleaning Methods and Green Cleaning Products. The City requires at the very minimum the same level of Green Cleaning Services that are now being provided. The City shall share the Green Cleaning manuals submitted by the current contractor to assist the Contractor with the expected services.

- 5.2 HAS may change/add any building listed or any new building to a Green Cleaned building. Upon request, the Contractor shall provide HAS with the cost to provide Green Cleaning at the requested facilities.

6.0 DAILY GENERAL CLEANING:

- 6.1 Sweep and damp mop non-carpeted floors.
- 6.2 Vacuum carpets.
- 6.3 Floors shall be cleaned and free of trash and foreign matter.
- 6.4 Carpets shall be free of dust balls, dirt, and other debris.
- 6.5 All trash receptacles shall be emptied, and trash removed from the site and replaced with receptacle liners.
- 6.6 All hard surfaces including doors, walls, floors, and ceramic tiles shall be wiped or mopped clean where liquid or foreign materials have been spilled on the surface.
- 6.7 All glass doors, glass panels, bright metal finishes, and handrails shall be cleaned.
- 6.8 Drinking fountains surfaces shall be clean, sanitized and bright, free of dust, stains, and streaks. Fountains shall be kept free of trash, coffee grounds, etc., and nozzles free from encrustation.
- 6.9 Clean and restock custodial storage space and storerooms.
- 6.10 Clean and service kitchen and coffee rooms.
- 6.11 Clean entrances, clean ashtrays at building entrances, and remove trash at entrance containers.
- 6.12 Clean marker boards.

7.0 DAILY RESTROOM CLEANING:

- 7.1 All restroom fixtures, including sinks, toilets bowls, and urinals, shall be cleaned and disinfected.
- 7.2 Sanitary napkin and tampon receptacles shall be emptied and cleaned.
- 7.3 Soap, towel, and tissue dispensers shall be cleaned and refilled at least once per day.
- 7.4 All mirrors shall be cleaned and polished clear, free of smudges, streaks or watermarks.
- 7.5 All restroom walls and partitions shall be kept from oil spots, smudges, streaks or foreign matter.
- 7.6 All ceramic tile surfaces in showers or other areas of restroom facilities shall be cleaned and polished, kept free of soap film, scale rust, stains, streaks, and mold.
- 7.7 Restrooms shall be cleaned by mopping and rinsing with an approved disinfectant mopping solution.

7.8 Includes locker rooms and showers where present.

8.0 GENERAL WEEKLY CLEANING:

8.1 All vertical and horizontal surfaces of desks, enclosures, files, woodwork, and other furniture, including areas up to six feet from the floor surface, shall be damp dusted with clean and treated cloth.

8.2 All restroom partitions shall be washed with an approved disinfectant solution.

9.0 GENERAL MONTHLY CLEANING:

9.1 All ceilings, recessed and mounted light fixtures lenses, and return air slots shall be cleaned monthly.

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

9.3 All baseboards shall be cleaned monthly or as needed.

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

9.5 High dust walls.

10.0 DOORS, STAIRWAYS, AND LANDING:

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

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

10.3 Door frames shall be cleaned and polished as needed.

11.0 ELEVATOR CLEANING:

11.1 Floor coverings shall be vacuumed, and/or dusted damp mopped daily.

11.2 Exterior and interior sides of doors and trim shall be dusted daily.

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

11.4 Control and dispatch panels shall be cleaned and dusted.

11.5 Elevator thresholds shall be vacuumed and cleaned daily.

12.0 FLOOR CLEANING:

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

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

- 12.3 Rubberized floor cleaning shall be dust mopped daily and/or auto scrubbed as needed.
- 12.4 Tile floors in areas shall be dust and damp mopped daily and scrubbed weekly and scrubbed and sealed semi-annually.
- 12.5 Floors shall be stripped, sealed, and waxed every quarter or as specified.

13.0 CARPET CARE:

- 13.1 All carpet areas shall be thoroughly vacuumed daily.
- 13.2 Carpeted surfaces shall be free of obvious dirt, dust, and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors, or under furniture. All spillage, dirt accumulation, or crust material shall be removed along with spots and stains. There shall not be evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet. Spots, smudges, or foreign markings shall have been removed without causing unsightly discoloration on the carpet surfaces.
- 13.3 Shampooing needs shall be dictated largely by the population or traffic patterns, particularly in public areas such as corridors and elevator lobbies.
- 13.4 All carpets shall be cleaned with carpet extractor on a semi-annually basis.

14.0 WASTE DISPOSAL:

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

15.0 ADDITIONAL SCOPE OF WORK FOR THE HOUSTON AIRPORT SYSTEM (HAS):

- 15.1 In order to monitor the performance of the Work, the Contractor shall utilize the HAS Enterprise Asset Management System (EAMS) to document work scheduled.
- 15.2 The Contractor shall provide HAS with printed reports and electronic files of the Work monthly or as requested by the airports. Contractor shall utilize EAMS to generate reports and schedules.

16.0 CONTRACTOR'S PERSONNEL:

- 16.1 The Contractor's personnel shall be properly uniformed to display their company logo, wear non-slip shoes, be clean and neat in appearance while on duty, and shall deal with members of the public, including parking patrons in a prompt, polite, and businesslike manner
- 16.2 The Contractor shall remove any employees or their invitees from the HAS worksite when the Director of the Houston Airport System notifies the Contractor in writing that such person:
 - (a) is, In the sole opinion of the Director of HAS, incompetent, unfit or disorderly; or
 - (b) has used profane or abusive language or behavior towards any person at the Airport. Such a person shall not be reassigned to Airport work by the Contractor,

except by express written consent of the manager of Aviation or his/her designee.

16.3 Employee Driver Licenses and Records

16.3.1 The Contractor employees driving Contractor-provided vehicles under this Agreement shall be required to maintain an excellent driving record. Drivers having a driving record unacceptable to the City's insurance underwriter shall be assigned by the Contractor to a non-driving job, if available.

16.3.2 All the Contractor personnel assigned to the Airport who drive vehicles in the course of their work under this Agreement shall obtain and maintain a Texas Class "C" driver's license and Airport Identification Badge at all times during their employment at the Airport.

16.3.3 All Contractor non-driving personnel assigned to the Airport. shall carry Airport Identification Badges at all times during their employment at the Airport.

16.4 Contractor's Project Manager

16.4.1 The Contractor shall provide an onsite project manager, trained, qualified, and acceptable to the Airport's contract administrator, exclusively for this Agreement. The project manager shall be responsible for the overall management and coordination of this Agreement and shall have at least three (3) years of experience in the cleaning and janitorial trade. The Project Manager shall be available by means of a local or toll-free telephone number during normal working hours (8:00 a.m.-5:00 p.m.) and shall act as the central point of contact. The use of telephone recording and/or answering devices or services is not acceptable for this requirement. 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. The Project Manager shall have full authority to act for the Contractor at all times to carry out the provisions of this Agreement. If the Project Manager is absent, the Contractor shall, at all times, provide an equally qualified and competent replacement that has been given full authority to carry out the duties of the positions, as required.

16.4.2 The Project Manager shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manager shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Project Manager shall provide a copy of all inspection reports to the contract administrator each day, or as otherwise requested.

16.4.3 Designation of a Project Manager

6.4.3.1 The Contractor shall provide the name of the Individual designated as project manager and evidence of the individual's experience to Houston Airport System in writing during the Contractor's "Phase-In" period. Contractor shall provide written notice to HAS 14 days prior to any subsequent change of project manager.

16.4.4 Duty Assignment

16.4.4.1 The personnel assigned to a specific area shall be used exclusively in that area and shall not perform other or additional duties specified herein during that shift, unless approved by the

contract administrator.

- 16.4.4.2 The Contractor shall, whenever possible, stabilize duty assignments so that the same person works in a particular area on a continual basis. The Contractor shall furnish current employee work schedules in writing to the Houston Airport System along with the Contractor's routine work schedule, including the employees' names and the area(s) in which they work.
- 16.4.4.3 The contract administrator may at any time request the Contractor to reassign an employee away from the Houston Airport System.
- 16.4.4.4 It is understood and agreed by the City and the Contractor that Contractor is retained as an independent contractor, and in no event shall any employee hired by the Contractor be considered an employee of the City.

16.5 Employee List

- 16.5.1 The Contractor shall provide a list of all Contractor employees to Houston Airport System during the Contractor's "Phase-In" period. The list must state each employee's name and job title. The Contractor shall provide written notification to Houston Airport System prior to making employees changes, i.e., new project manager, adding new employees, reassignment of staff, etc.

17.0 **TRAINING:**

- 17.1 The 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 shall include Initial training and refresher training. Copies of the Contractor's Training Program, Standard Operating Procedures, and Cleaning Standards shall be provided to HAS if requested by the contract administrator. The Contractor shall update its training program to keep current with new procedures, techniques, products, equipment, and facilities. The Contractor shall keep accurate records of employees' initial and ongoing training. The Contractor shall provide training at its expense and no additional compensation shall be provided by HAS.
 - 17.1.1 At a minimum, the following topics shall be included, conducted, and documented in Contractor's Training Program:
 - 17.1.1.1 Blood Bourne Pathogen Safety (29 CFR 1910. 1030)
 - 17.1.1.2 OSHA requirements (29 CFR 1910)
 - 17.1.1.3 Hazard Communication (29 CFR 1910.1200)
 - 17.1.1.4 Equipment usage in accordance with all manufacturers' recommendations.
 - 17.1.1.5 Job hazard analysis or job safety analysis outlining proper cleaning procedures, hazards (biological, physical, and chemical), administrative controls, engineering controls, personal protective equipment (PPE), and proper waste management.

17.1.1.6 Emergency event or response procedures:

- Evacuation routes, meeting/rally locations, and headcount procedures.
- Active shooter (run, hide, fight).
- Unattended packages or bags.
- Fire safety (fire extinguisher).
- Inclement weather (i.e., tornadoes).

17.1.1.7 HAS Voluntary Recycling Program and recycle container locations.

17.1.1.8 HAS compactor/dumpster locations.

18.0 BLOOD-BORNE PATHOGEN SAFETY PROGRAM:

18.1 The Contractor shall be responsible for developing and implementing a Blood-Borne Pathogens Safety and Training Program in accordance with 29 CFR 1910.1030 for all workers involved with trash removal, restroom cleaning, dispenser servicing, and cleaning of blood, and other potentially infectious materials (OPIMs - i.e., vomit, feces, sewage, feminine products, needles, etc.). This program shall cover all employees potentially exposed to blood and OPIMs, with the goal of preventing the transmission of pathogens such as HIV and Hepatitis B. At a minimum, the Contractor's written plan and training (Initial and annual refresher) shall include:

- Universal precautions.
- Medical evacuations.
- Personnel Protective Equipment (PPE).
- General exposure control methods (all exposure incidents must immediately be reported to the supervisor).
- Proper disinfecting procedures, waste storage and disposal, care of PPE, laundry, and housekeeping procedures.

Note: Copies of the Blood-Borne Pathogens Safety Program shall be readily available at all facilities and provided to employees, upon request.

19.0 HEALTH AND SAFETY REQUIREMENTS:

19.1 Regulatory Requirements

19.1.1 Health and safety requirements are 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 all current and revised 29 CFR 1010, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time.

19.2 Safety Measures

19.2.1 Workers shall be instructed in appropriate safety measures and shall not place

mops, brooms, machines, or other equipment in traffic lanes or other locations that could create safety hazards. Appropriate signs shall be provided and placed by the Contractor to make areas that are slippery or unsafe due to cleaning and janitorial work operations. Cleaning and janitorial work shall yield to foot traffic.

19.3 Health and Safety

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

19.3.1.1 Cleaning and janitorial personnel shall wear appropriate Personal Protective Equipment (PPE) to include a minimum of protective gloves, non-slip shoes, eye protection when cleaning bathrooms and break rooms.

19.3.1.2 Disposable gloves shall be appropriately removed and disposed, and proper hand-washing procedures shall be followed after cleaning in each area to prevent cross-contamination.

19.3.1.3 When non-disposable gloves are used, they shall be properly washed and disinfected before use in another area to prevent cross-contamination.

19.3.1.4 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 shall be in original wrappers. No rolls of toilet paper are to be left on the floor.

19.3.1.5 No bathroom products shall be stored in the bathrooms.

19.3.1.6 Soap containers shall be replaced or refilled when empty in a timely manner.

19.3.1.7 Toilet seat cover dispensers shall be refilled in a timely manner.

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

19.3.1.9 An adequate number of "Caution Wet Floor" signs shall be used instead of moving one or two around as crews clean a building. Signs shall not be removed until floors are dry.

19.3.1.10 Chemicals shall be stored, mixed and used in accordance with manufacturers' recommended procedures.

19.4 Stop-Work

19.4.1 The Contractor shall be responsible for the enforcement of all safety requirements for any work performed under this Agreement. If the 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. If the contract administrator, feels any Health and Safety Requirements have been violated, may request the Contractor to reassign an employee away from the HAS. No part of the

time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

19.5 Damage Reports

19.5.1 In all Instances where any HAS properly or equipment, i.e., furniture, building, fixtures, etc., is damaged by the Contractor, the damage shall be reported immediately along with a completed written damage report delivered to the contract administrator within 24 hours of the occurrence, to include weekends and holidays. The report shall explain the circumstances of the accident and the extent of damage to include, at a minimum, date, time, exact location, parties Involved, witnesses, circumstances of occurrence, and photos, if available. The Contractor shall bear all costs of repairing or replacing damaged property.

19.6 Accident and Damage Reports

19.6.1 The Contractor shall comply with all OSHA reporting requirements for recordkeeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. An accident and/or damage incident shall be reported Immediately, and a written damage report shall be delivered to the Contractor Administrator within 24 hours of its occurrence, to Include weekends and holidays. The report shall explain the circumstances of the accident and extent of damage to include, at a minimum, date, time, exact location, parties involved, witnesses, circumstances of occurrence, photos, if available, root cause analysis, and proper corrective actions to prevent reoccurrence. The Contractor shall cooperate with the HAS safety officer by providing written documentation and pertinent information required for their records.

19.7 Fire Regulations

19.7.1 The Contractor shall comply with HAS fire codes. The Contractor shall Instruct its personnel on fire regulation.

19.8 Environmental Requirements

19.8.1 The City is committed to sustainability as a core business value to improve efficiencies in resource use, reduced environmental impacts, and to Invoke broad cultural changes that protect public health and the environment.

19.8.2 The City seeks to Improve efficiencies in the manner which we use janitorial services and reduce the impact of those services on the environment and human health.

19.8.3 The Contractor shall comply with all applicable federal, state, and local environmental protective laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation, and recovery. All environmental protection matters or questions shall be coordinated with the HAS environmental group.

19.8.4 Each entity i.e. subcontractors and sub-consultants) providing products, goods, and/or services on behalf of HAS shall be aware of and comply with all applicable federal, state, and local environmental protection laws, regulations, and standards.

19.9 Recycling

- 19.9.1 HAS implemented a successful voluntary recycling program for certain materials. The Contractor is required to support the program by ensuring that segregated recyclable materials are placed in the correct containers for recycling. The Contractor shall use HAS Recycling Program to recycle appropriate materials in order to promote waste minimization and to reduce costs. All Contractor staff that are responsible for waste disposal activities shall be aware of the HAS Voluntary Recycling Program and all recycle container locations on HAS property. In the event contamination of the recycling waste stream is identified because of the Contractor's activities, the authorization to use the HAS Volunteer Recycling Program shall be terminated.
- 19.9.2 The Contractor shall be responsible for the costs associated with the disposal of all wastes generated at the Houston Airport System because of its environmental noncompliance activities.
- 19.9.3 No materials/effluent shall be allowed to enter Houston's storm water sewer system. Only those products suitable for discharge by the sanitary sewer system shall be considered allowable discharges. All sanitary sewer discharges shall comply with the City of Houston's rules and regulations.
- 19.9.4 The disposal of all wastes on Houston Airport System is prohibited. All waste shall be disposed offsite at an appropriately permitted facility,
- 19.9.5 The disposal of any waste that is not a product of an activity included in this proposed Agreement is prohibited,

20.0 **PHYSICAL SECURITY OF WORK AREAS:**

- 20.1 The Contractor shall be responsible for security of all facilities, materials and equipment utilized during the performance period. In case of forced entry or theft, the Contractor shall notify the facility manager immediately and assist in the investigation.
- 20.2 Key Control/ Access Control/ Building Security
- 20.2.1 Control Plan
- 20.2.1.1 The Contractor shall receive keys furnished by HAS, to allow access into all 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. The Contractor shall not duplicate, or cause to be duplicated, any key issued to the Contractor by Houston Airport System. Work crew supervisors shall be issued only one key per building. The Contractor shall provide a written Key Control Plan to HAS during Contractor's Phase-In period. The plan shall be updated annually or as changes occur and submitted to Houston Airport System. The Key Control Plan shall be approved by HAS before the work commences.
- 20.2.1.2 The Contractor shall prohibit the use of keys by any other persons other than the Contractor's employees. The Contractor's employees working in a locked area shall also control access to the area. Access shall be authorized only to the Contractor or HAS employees with proper identification.

20.2.2 Loss of Keys

20.2.2.1 The 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 discovery.

20.2.3 Key Replacement

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

20.2.4 Confidentiality

20.2.4.1 The Contractor shall ensure that no lock combination is made available to unauthorized persons. In the event the combination is given to an unauthorized person, the Contractor shall reimburse HAS for cost of changing combination(s).

20.2.5 Access to Secure Areas

20.2.5.1 The Contractor's personnel shall be escorted through areas that are secured under the requirements of 14 CFR Parts 1542 and 1544 or any other areas that is otherwise locked. The Contractor shall coordinate access to secured areas with HAS. The Contractor's employees identified on the Contractor's employee roster, wearing identification badges, and complying with Airport security procedures shall be allowed access to facilities, the Contractor's employees shall not allow the use of keys in their possession by any other person to gain access to locked rooms or areas, and employees shall not open locked rooms or areas to permit entrance by persons other than the Contractor's employees performing their duties. The Contractor's employees shall not leave any room(s) found locked left unattended during the cleaning process, and the Contractor's cleaning and janitorial personnel shall re-lock such room(s) after completion of cleaning duties.

20.2.6 Area Check-Out

20.2.6.1 Upon completion of their duties, the cleaning and janitorial personnel shall turn off all lights in unoccupied areas, unless otherwise directed by HAS, they shall also close and lock/secure doors.

21.0 ENERGY CONSERVATION:

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

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

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

21.1.3 Allowing adjustment of mechanical equipment controls by heating, ventilation, and

air conditioning systems only by authorized technicians.

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

22.0 ITEMS NOT TO BE MOVED:

22.1 Upon written request by the Contractor, HAS shall show the Contractor's project manager which items of HAS equipment are not to be moved, cleaned, or otherwise handled by cleaning and janitorial personnel (i.e., copiers).

23.0 EMERGENCY RESPONSE:

23.1 Emergency operations may require immediate cleaning and janitorial personnel attention. In such cases, HAS shall 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, the Contractor's employees shall return to their assigned work and workplace areas. These services shall be at no additional cost to HAS; however, the Contractor shall be responsible for neglect of normal work that results from this action.

24.0 FRAUD, WASTE, AND ABUSE:

24.1 The Contractor shall be responsible for maintaining proper conduct and good discipline within the Contractor-occupied work areas. The Contractor's personnel shall 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.

25.0 SECURITY AND BADGES:

25.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and/or Designee and escorted by authorized City personnel. The Contractor shall not move any Contractor-owned vehicles on and off aprons or within the AOA without prior authorization.

25.2 Airport Security

25.2.1 The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City due to the Contractor's non-compliance with 49 CFR 1540 and 1542, or other applicable laws or regulations.

25.3 Badging

25.3.1 George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time.

25.3.2 All onsite personnel of the Contractor, including subcontractors, who perform services under the Agreement shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

25.3.3 The Contractor shall obtain HAS security badges for its personnel performing services onsite, including its subcontractor's personnel. Onsite personnel shall wear identification badges at all times while on Airport property. The cost of the badges, which is subject to change, are currently \$55.00 each at (IAH) and (HOU). Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. The Contractor's personnel shall be charged for replacement badges at the current rate. The yearly renewal cost for badging is currently \$16.00 each.

25.3.4 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.

25.4 Airport Customs Security Area Bond

25.4.1 The Contractor shall obtain an Airport Customs Security Bond In order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU). The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service. (Example: 10 employees= Bond Amount of \$10,000.00.)

26.0 **LABOR RELATIONS PLAN:**

26.1 The Contractor is required to submit an explanation of how they plan to allow current janitorial services employees to apply for employment should the Contractor be selected as the new Contractor

26.2 The Contractor shall be required to maintain harmonious relations with organized labor. Contractor shall be required to submit a formal Labor Relations Plan prior to the effective date, and may supplement it with additional documents.

26.3 Compliance Bargaining Agreement or Labor Relations Plan

26.3.1 If the Contractor and its subcontractors have an existing collective bargaining agreement with a union that would be applicable to personnel who would be working on City facilities, then a copy of the complete Agreement shall be included in the bid package.

26.3.2 If the Contractor and its subcontractors do not have an applicable existing collective bargaining agreement, then the Contractor shall describe how it would maintain labor peace by:

- Stating what their response would be to any union organizing drive, and
- Describing what policies or procedures they would utilize to enable personnel to address any complaint, they may have with management regarding wages, hours, or other terms and conditions of employment.

26.3.3 If the Contractor or their subcontractor has had an unfair labor practice charge filed against them with the National Labor Relations Board (NLRB) in the past 10 years, then a copy of the charge and a detailed description of the resolution should be included in the proposal package.

26.3.4 The Contractor may provide any other information it believes will explain its plan for maintaining labor peace or its history of labor relations.

26.3.5 Throughout the duration of the agreement, the Contractor must be able to provide all relevant Labor Relations Plan(s) to the City within two (2) business days from the Director or Designee(s) request.

27.0 PUBLIC RELATIONS:

27.1 The Contractor agrees that neither It nor its agents, subcontractors or employees shall Issue or make any statements on behalf of the City with respect to any Incident occurring at the Airport or at any City facility, except with requested to do so by the Director and/or Designee.

28.0 SAFETY DATA SHEETS (SDS):

28.1 The Contractor shall maintain a Hazard Communication Program (HAZCOM) that meets or exceeds 29 CFR 1910.1200, including annual HAZCOM training for all employees, properly labeling of containers, and maintaining and posting accurate Safety Data Sheet binder/books. SDSs shall accompany all product shipments to facilities.

29.0 PRE-PERFORMANCE CONFERENCE:

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

29.1.1 Start-up, phase-in, and performance schedules.

29.1.2 Contract administration.

29.1.3 Facilities utilization.

29.1.4 Channels of communication.

29.1.5 Procedures to ensure Agreement requirements are met (Quality Control Plan).

29.1.6 Plans and management procedures for logistical administration support of all functions (i.e., Contractor- furnished supplies and equipment)

30.0 PERFORMANCE EVALUATION MEETINGS:

30.1 The Contractor's project manager shall meet with HAS at least weekly during the first month of this Agreement, and once per month thereafter at the discretion of the Director and/or his designee to discuss Contractor's performance. HAS reserves the right to change the frequency of the meetings depending upon the quality of service provided by the Contractor. The Contractor shall prepare a typed agenda covering the topics to be discussed, keep minutes of the meetings in a form satisfactory to the Director and/or his designee, and then issue copies of the minutes within four (4) business days after each meeting.

31.0 CONTINGENCIES:

31.1 HAS shall meet certain objectives of readiness for emergencies, to include but not limited to, natural disasters and other contingencies, and shall react to such contingencies without delay. Such emergency event reactions may have an Impact upon the Contractor's operation. In order to plan for such events, the Contractor shall prepare a contingency plan during the Contractor's Phase-In period showing in detail how the Contractor shall act in the event of:

31.1.1 Natural disasters such as a major storm, flood, high winds, or inclement weather plans.

31.1.2 Labor dispute or strike by the Contractor's personnel.

31.1.3 The plan shall be updated on an annual basis or as changes occur and submitted to the City.

32.0 CUSTOMER COMPLIANT INSPECTION:

32.1 Customer Complaint Inspection

32.1.1 HAS may conduct unscheduled inspections of the Contractor's work prompted by people receiving the service. HAS may receive customer complaints about the Contractor's performance of quality of service. HAS may review the unsatisfactory performance, verify the Agreement requirements and provide the Contractor notification of deficiencies.

33.0 DEFECT:

33.1 A defect is an instance of non-compliance with an Agreement requirement that may be caused by either non-performance or poor performance. Each defect is subject to deductions. When a defect is found by the HAS representative, it will be reported to the Contractor. Once notified, the Contractor shall correct the defect within three (3) business days of receipt of report. If it is not corrected, a billing deduction equal to one service day of the facility where it occurred shall be made on the invoice. Daily service deductions shall be made each subsequent day until corrective action is taken

34.0 ACRONYMS:

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

35.0 HAS-FURNISHED PROPERTY AND SERVICES:

35.1 Equipment and Supplies Storage Space

35.1.1 The Houston Airport System shall provide a minimal amount of storage space for the Contractor's use at designated facilities at IAH, HOU, and EFD. The Contractor shall maintain these spaces in accordance with work standards specified in Section 3.0 of this Scope of Work. 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 the Contractor shall be provided by the Contractor at their cost.

35.2 Storage of Combustible Materials

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

36.0 **CONTRACTOR-FURNISHED PROPERTY:**

36.1 General

36.1.1 The Contractor shall furnish everything to perform all requirements of this Agreement, except that which is specified In Section 39.0 of this Scope of Work. All Contractor-furnished property and material shall meet applicable federal, state, and City ordinance, codes, and regulations.

36.2 Contractor-Furnished Equipment

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

36.2.1.1 Maintenance Equipment

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

36.2.1.2 Protective and Safety Features

All equipment and tools shall be used in such manners that shall not scar or mark walls or other surfaces. Larger equipment and tools shall be equipped with non-marker rubber, vinyl or plastic tips on the handles to prevent marking or scarring of walls. All wheeled and moveable equipment shall 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 shall be properly maintained. Damages caused by the Contractor's equipment shall be repaired at no expense to HAS. Electrical equipment shall be equipped with non-marking, three (3) conductor and grounded plug electrical cord.

36.2.1.3 Protective Equipment

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

secured when not in use.

36.2.1.4 Protective Clothing and Gear

The Contractor shall provide employees with protection against safety and health hazards by furnishing them with all the protective equipment needed. Such equipment shall 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 shall be employees during training, and with use of adequate signs.

36.2.1.5 Custodial Carts

The Contractor shall furnish all custodial carts.

36.2.1.6 Permits

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

36.2.1.7 Vehicles

The 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 the Contractor and the Contractor employees' privately-owned vehicles or subcontractor vehicles shall 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 shall be maintained in a safe, serviceable, and clean condition.

37.0 RESTRICTED MATERIALS:

The following items shall not be used in performance of this Agreement:

- 37.1 Ammonia.
- 37.2 Powdered abrasive cleanser.
- 37.3 Steel wool (except for stripping wax).
- 37.4 Material bearing an Interstate commerce commission red label.
- 37.5 Bleach.
- 37.6 Products containing persistent bio-accumulative toxic compounds.
- 37.7 Products containing asbestos.
- 37.8 Products containing known carcinogens, mutagens and teratogens.
- 37.9 Products with a flashpoint of less than 100°F.
- 37.10 Products which are strong chemical oxidizers.
- 37.11 Products which have a high risk of causing spontaneous combustion.
- 37.12 Environmental health presenting an undue of risk to human health, or

the environment in their use or disposal.

38.0 CHEMICALS:

38.1 The Contractor shall use chemicals formulated for long-lasting superlative performance in severe service environments. Unless otherwise noted, products shall meet commercial, hospital grade or equivalent standards. A list of chemicals, intended use, SDS sheet, applicable specifications, trade name, and manufacturer shall be submitted to HAS during the Contractor's Phase-In period, with certifications that chemicals meet or exceed this Agreement requirement. Chemicals shall be stored and delivered to the job site in the original labeled containers. Labels shall 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 3.0 of this scope of work. The Contractor shall submit the same information to and receive approval from the City prior to substituting chemicals for use during this Agreement.

38.1.1 Neutral Detergent

The Contractor shall use an all-purpose, liquid synthetic neutral detergent concentrate in various dilutions for the removal of soil from washable surfaces such as resilient floors, painted or covered walls, doors, and painted wood work, and synthetic surfaces such as wall coverings and vinyl upholstery. Product reference is "Alpha HP Disinfectant Cleaner," or equal.

38.1.2 Germicidal Detergent

The Contractor shall use a sanitizer germicidal detergent concentrate in various dilutions for disinfecting restrooms, locker rooms, drinking fountains, and food service areas.

38.2 Acid Type Bowl Cleaner

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

38.3 Stainless Steel Cleaner and Polish

The Contractor shall use a stainless-steel cleaner and polish to remove dirt, grease and film and leave a protective coating for metal furniture, fixtures, and anywhere else stainless steel is located, i.e., bathroom partition walls.

38.4 Furniture Polish, FS P-P-553

The Contractor's furniture polish shall be used only on unsealed wood furniture or paneling, and only to restore the natural moisture of the wood, and not as a cleaner.

38.5 Water Based Degreaser

The Contractor shall use a water-based degreaser, if necessary, to remove petroleum-based soils. However, the degreaser shall 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.

38.6 Glass Cleaner

The Contractor's glass cleaner liquid shall be suitable for use on glass and glass-mirror surfaces to produce a clean, bright, spot and streak-free surface.

38.7 Seeping Compounds

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

38.8 Metal-Linked Polymer Floor Finish

A metal-linked polymer floor finish shall be used on non-carpeted floors. The metal link polymer floor finish shall be maintained by buffing the floor.

38.9 Water Emulsion Concrete and Terrazzo Floor Seal

A water emulsion concrete and terrazzo floor seal shall be used to seal smooth concrete and to prepare terrazzo floor before applying a metal link polymer floor finish. The Contractor shall use a commercial-grade floor sealer for all non-resilient (terrazzo and concrete) floors under heavy foot traffic. The product shall resist scuffing, heal marks and detergents, and provide a smooth, receptive surface for application of all floor finishes.

38.10 Floor Finish Remover

The Contractor's floor finish remover shall be concentrated liquid floor finish stripper with no-rinse feature. Floor finish remover shall 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 machines. Floor finish remover shall be suitable for use on, and not be harmful to, any type of hard, resilient flooring.

38.11 Shampoo and Carpet Extraction Cleaner Concentrate

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

38.12 Rug and Upholstery Cleaner

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

38.13 Ready-to-Use Multi-Purpose Cleaner and Disinfectant

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

38.14 Dust Mops Treating Compound

The Contractor's dust mop treating compound must be an oil emulsion compound to use on mops and dust cloths to increase dust pick up.

38.15 Gum Remover

The Contractor's gum remover product shall be a non-flammable product for removal of chewing gum, tar, adhesive and other gummy substances from carpet, upholstery, wood, plastic, and vinyl.

38.16 Air Freshener

The Contractor's air freshener product shall be formulated to continually neutralize odors and refresh air in restrooms. Air fresheners include dispensers, cartridges, batteries, and any expendables. Fragrance(s) shall be submitted for HAS approval.

39.0 HOUSTON AIRPORT SYSTEM-FURNISHED SUPPLIES:

39.1 HAS shall furnish the following materials to Contractor for the performance of the work:

39.1.1 Toilet tissue.

39.1.2 Paper towels.

39.1.3 Trashcan liners.

39.1.4 Trashcans (large and small).

39.1.5 Trash dumpsters.

39.1.6 Soap for dispensers.

39.1.7 Toilet seat covers.

40.0 OBTAINING HOUSTON AIRPORT SYSTEM-FURNISHED MATERIALS:

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

41.0 CONTROL OF HAS FURNISHED MATERIALS:

41.1 An Inventory log of HAS-furnished materials shall be kept by the Contractor and supplied during monthly meetings with HAS. HAS may conduct inspections on all materials, supplies and incidentals furnished to Contractor under the Agreement, and to inspect all records and logs regarding HAS-furnished materials without prior notice to the Contractor.

42.0 CONTRACTOR-FURNISHED SUPPLIES:

42.1 The Contractor shall furnish all materials and cleaning supplies required to perform the work (except for HAS-furnished supplies specified in Section 43.0). The Contractor furnished supplies include, but are not limited to the following:

42.1.1 Soaps and detergents.

42.1.2 Cleaning supplies and chemicals used on floors, walls, furniture, toilet, glass, brick tile, concrete or any other building materials.

42.1.3 Floor care products including strippers, sealers, wax and daily scrubbing chemicals for floors.

42.1.4 Mops, brooms, mop buckets, rubber gloves, rags, wipes, sponges, brushes,

scrubbing and buffing pads, pails, spray bottles, scrapers and toilet brushes.

42.1.5 Vacuums, scrubbers, burnishers, carpet cleaning machines and extractors.

42.1.6 Germicides and fungicides.

42.1.7 Paper products used in the cleaning process.

42.1.8 Restroom air freshener.

42.1.9 White ashtrays sand.

43.0 SPECIFIC TASKS:

43.1 The Contractor shall provide cleaning and janitorial services described in this Agreement to buildings and facilities owned by the HAS. Cleaning and Janitorial services include both, "Basic Services" and "Other Work/Services."

44.0 OTHER WORK/SERVICES:

44.1 Within the general scope of this Agreement, Other Work/Services shall 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 shall be performed only when requested by the Director and/or designee and after receipt of a written Other Service Request (OSR). The Contractor shall perform Other Work/Services to the same standards identified for basic services. When requested by the Director and/or Designee, Contractor shall provide Other Work/Services at any facility, which is any part of HAS (IAH, HOU, and EFD).

44.1.1 City's Written Notice

Prior to issuing an OSR, HAS shall first issue a written notice to the Contractor detailing the specific other Work/Services to be performed by the Contractor.

44.1.2 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, and within fifteen (15) business days upon receipt of the notice. Such proposal shall include, but not be limited to a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in an HAS written notice to the Contractor.

44.1.3 HAS Options

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

44.1.4 Issuance of OSR

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

44.1.5 Cost of Other Work/Service

The cost for Other Work/Service shall not exceed the rate specified in the Fee Schedule (Exhibit F) of the Agreement. Labor shall be Inclusive of materials and equipment. If a price is not specified for a specific task, then the work shall 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.

44.1.6 Payment

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

44.1.7 Specific Tasks

Other Work/Services shall be performed on an as needed basis which Includes but not limited to the following items:

44.1.7.1 The Contractor shall "wet-vacuum" carpet or hard surface flooring that has flooded.

44.1.7.2 The Contractor shall shampoo or steam-clean carpets/rugs.

45.0 INVOICES:

45.1 HAS will accept invoices delivered or mailed to: Houston Airport System, Finance Division/Accounts Payable, P.O. Box 60106, Houston, TX 77205-0106.

45.2 HAS will accept invoices submitted electronically along with the required support information; such as Contract Number(s), Service Release Order (SRO) Number(s), and etc. Each invoice shall be in "PDF" or "TIFF" format. Multiple invoices can be submitted in a single email.

45.3 Requirements are as follows:

47.3.1 Submit invoices in "PDF" or "TIFF" format.

47.3.2 Submit to has.accountspayable@houstontx.gov

47.3.2 Contractor shall provide separate invoices for each airport.

45.4 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director's written request to be attached to the original and each of the two (2) invoice copies.

46.0 LIQUIDATED DAMAGES:

46.1 Services provided by the Contractor shall be provided in an effective and efficient manner to ensure the janitorial services provided to the public and the City are satisfactory, and the best use of public funds achieved. To accomplish this, the City has established strict

performance standards and requirements, which must be met by the Contractor. The Contractor agrees that in the event the requirements of this Agreement and Exhibits are not complied with, the City may assess liquidated damages for non-compliance, and the amount of any such liquidated damages may be deducted from payments otherwise due to the Contractor. The amount of actual damages resulting from the Contractor's non-compliance may be difficult to ascertain, so both parties agree that liquidated damages assessed are reasonable and not a penalty.

46.1.1 Should trained personnel not report to provide the services required by the contract, the City shall incur liquidated damages of up to 10% of the total monthly invoice per month per site and shall be deducted from payments due to the Contractor. The Contractor shall be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.

46.1.2 The Contractor shall be notified in writing within twenty-four (24) hours of the instances of non-compliance, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the non-compliance is not corrected within twenty-four (24) hours of receipt of such notice, liquidated damages of up to 10% of total monthly invoice per month per site shall be deducted from payments due on the Contract. The Contractor shall be notified of the assessment of liquidated damages in writing within twenty-four hours of Contractor's non-compliance.

46.1.3 Liquidated Damages: Failure to comply with the terms of the Agreement and specifically to respond to problems referred to the Contractor by the City within the time limits established above shall result in the following liquidated damage assessments:

46.1.3.1 Major or minor problems not responded to within the established time limits shall result in a deduction of 10% of the monthly cost of cleaning the entire facility.

46.1.3.1.1 Inspection reports (completed by City staff) for a one-month period shall be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% penalty.

EXHIBIT B-1
CLEANING AND JANITORIAL SERVICES - PACKAGE ONE
BUSH INTERCONTINENTAL AIRPORT (IAH)

	BUSH INTERCONTINENTAL AIRPORT (IAH) #1	Location Address	Dept	Sq.ft	Type of Service	Level One Frequency per Week	Level Two Frequency per Week	Level Three Frequency per Week	Times Of Operation
1	Administrative Building	16930 JFK Blvd., Houston, TX 77032	HAS	74,186	DP, RC, EC	5	5	3	DP 8:00 a.m.- 4:00 p.m.; EC after 4:00 p.m.
2	Administrative Building - Disinfecting	16930 JFK Blvd., Houston, TX 77032	HAS	74,186	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	DP 8:00 a.m. -4:00 p.m.; EC after 4:00 p.m.
3	GIS Annex Building	16930 JFK Blvd., Houston, TX 77032	HAS	6,608	RC; EC	5	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
4	IT Annex Building	16930 JFK Blvd., Houston, TX 77032	HAS	2,332	RC; EC	5	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
5	Technolgy Services	4500 Will Clayton Parkway, Houston, TX 77032	HAS	10,756	RC; EC	5	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
6	Technology Services - Disinfecting	4500 Will Clayton Parkway, Houston, TX 77032	HAS	10,756	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
7	Physical Plant Maintenance (PPM)	4500 Will Clayton Parkway, Houston, TX 77032	HAS	14,000	RC; EC	7	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
8	Physical Plant Maintenance (PPM) - Disinfecting	4500 Will Clayton Parkway, Houston, TX 77032	HAS	14,000	Disinfecting	21 (3x daily)	21 (3x daily)	21 (3x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
9	Airfield & Grounds (A&G)	4500 Will Clayton Parkway, Houston, TX 77032	HAS	7,000	RC; EC	7	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
10	Airfield & Grounds (A&G) - Disinfecting	4500 Will Clayton Parkway, Houston, TX 77032	HAS	7,000	Disinfecting	21 (3x daily)	21 (3x daily)	21 (3x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
11	Supply Chain Management	18600 Lee Road, Humble, TX 773338	HAS	34,000	RC; EC	5	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.

12	Supply Chain Management - Disinfecting	18600 Lee Road, Humble, TX 77338	HAS	34,000	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
13	Cargo One Stop	19581 Lee Road, Humble, TX 77338	HAS	19,814	RC; EC	7	7	5	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
14	Cargo One Stop - Disinfecting	19581 Lee Road, Humble, TX 77338	HAS	19,814	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
15	Fumigation Building	19591 Lee Road, Humble TX 77338	HAS	400	RC	2	2	1	RC 8:00 a.m. – 4:00 p.m.
16	IAH Transportation Center: Permit Office	6135 Will Clayton Parkway, Humble, TX 77338	HAS	2,483	RC; EC	5	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4 p.m.
17	IAH Transportation Center: Permit Office - Disinfecting	6135 Will Clayton Parkway, Humble, TX 77338	HAS	2,483	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4 p.m.
18	IAH Transportation Center: Restrooms (2)	6135 Will Clayton Parkway, Humble, TX 77338	HAS	387	RC; EC	21 (3x daily)	14 (2x daily)	7	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
19	IAH Transportation Center: Restrooms (2) - Disinfecting	6135 Will Clayton Parkway, Humble, TX 77338	HAS	387	Disinfecting	21 (3x daily)	21 (3x daily)	21 (3x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
20	IAH Transportation Center: Check In Booth	6135 Will Clayton Parkway, Humble, TX 77338	HAS	75	RC; EC	7	7	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
21	IAH Transportation Center: Check In Booth - Disinfecting	6135 Will Clayton Parkway, Humble, TX 77338	HAS	75	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
22	IAH Transportation Center: Breakroom	6135 Will Clayton Parkway, Humble, TX 77338	HAS	1,650	RC; EC	14 (2x daily)	14 (2x daily)	7	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
23	IAH Transportation Center: Breakroom - Disinfecting	6135 Will Clayton Parkway, Humble, TX 77338	HAS	1,650	Disinfecting	21 (3x daily)	21 (3x daily)	21 (3x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
24	Airside Operations (Building & Adjacent Modular)	4775 Will Clayton Parkway, Houston, TX 77032	HAS	14,060	RC; EC	7	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
25	Airside Operations (Building & Adjacent Modular) - Disinfecting	4775 Will Clayton Parkway, Houston, TX 77032	HAS	14,060	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
26	Fleet Maintenance Facility	18201 Viscount Rd., Bldg. G - #G300, Houston, TX 77032	HAS	1,994	RC; EC	5	3	2	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.

27	Fleet Maintenance Facility - Disinfecting	18201 Viscount Rd., Bldg. G - #G300, Houston, TX 77032	HAS	1,994	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
28	Infrastructure Division Office (IDO)	111 Standifer St., Humble, TX 77338	HAS	47,807	DP, RC, EC	5	5	3	DP 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
29	Infrastructure Division Office (IDO) - Disinfecting	111 Standifer St., Humble, TX 77338	HAS	47,807	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	DP 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
30	Security Post - Terminal B Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	20	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
31	Security Post - Terminal B Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	20	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
32	Security Post - Terminal New C-North Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	30	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
33	Security Post - Terminal New C-North Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	30	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
34	Security Post - Terminal Old C-North Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	24	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
35	Security Post - Terminal Old C-North Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	24	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
36	Security Post - Terminal C-South Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	24	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
37	Security Post - Terminal C-South Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	24	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
38	Security Post - Terminal D Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	35	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
39	Security Post - Terminal D Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	35	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
40	Security Post - Terminal FIS Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	45	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.

41	Security Post - Terminal FIS Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	45	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
42	Security Post - Vehicle Gate NV-13	2800 North Terminal Road Houston, Texas 77032	HAS	15	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
43	Security Post - Vehicle Gate NV-13 - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	15	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
44	Security Post - Vehicle Gate TC-2	2800 North Terminal Road Houston, Texas 77032	HAS	24	RC; EC	7	4	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
45	Security Post - Vehicle Gate TC-2 - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	24	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
46	Security Post - Terminal E Loading Dock	2800 North Terminal Road Houston, Texas 77032	HAS	20	RC; EC	7	4	3	RC 8:00 a.m.- 4:00 p.m.; EC after 4:00 p.m.
47	Security Post - Terminal E Loading Dock - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	20	Disinfecting	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m.- 4:00 p.m.; EC after 4:00 p.m.
48	Terminal A Nonsterile Areas - Disinfecting	2800 North Terminal Road Houston, Texas 77032	HAS	354,006	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
49	Terminal D Nonsterile Areas - Disinfecting	3700 North Terminal Road Houston, Texas 77032	HAS	279,795	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
50	FIS Nonsterile Areas - Disinfecting	3870 North Terminal Road Houston, Texas 77032	HAS	419,307	Disinfecting	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
	BUSH INTERCONTINENTAL AIRPORT (IAH) TOTAL SQUARE FOOTAGE			1,519,346					

OTHER WORK SERVICES

OWS LABOR FEES	UOM	YR 1	YR 2	YR 3	YR 4	YR 5
Labor Straight Time	hr.					
Labor Holiday	hr.					
Labor Overtime	hr.					
Labor Emergency	hr.					

PACKAGE 1 – OVERVIEW

General Location – Bush Intercontinental Airport (IAH)
 District: B
 Department: Houston Airport System (HAS)
 Total Square Footage – 1,519,346
 Types of Services: Janitorial, Porter, Recycling, OWS,
 Disinfecting

Legend:

DP: Day Porter Service
 EC: Evening Crew Service
 NC: Night Crew Service
 RC: Roving Crew Service
 FCO: Floor Care Only Service

EXHIBIT B-2
CLEANING AND JANITORIAL SERVICES - PACKAGE TWO
HOBBY AIRPORT (HOU)

	HOBBY AIRPORT (HOU)	Location Address	Dept.	Sq. Ft.	Type of Service	Paper Products (Y / N)	Level One Frequency per Week	Level Two Frequency per Week	Level Three Frequency per Week	Times of Operation
1	Tax Staging Lot (2 Buildings)	7712 Airport Blvd., Houston, TX 77034	HAS	1,600	RC; EC	N	21 (3x daily)	14 (2x daily)	7	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
2	Tax Staging Lot (2 Buildings) - Disinfecting	7712 Airport Blvd., Houston, TX 77034	HAS	1,600	Disinfecting	N	21 (3x daily)	21 (3x daily)	21 (3x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
3	FAA Building	8800 Paul B. Koonce St., Houston, TX 77061	HAS	30,000	RC; EC	N	5	3	3	RC 8:00 a.m. - 4:00 p.m.; EC after 4:00 p.m.
4	FAA Building - Disinfecting	8800 Paul B. Koonce St., Houston, TX 77061	HAS	30,000	Disinfecting	N	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. - 4:00 p.m.; EC after 4:00 p.m.
5	Satellite Utility Plant (3 Restrooms)	7800 Airport Blvd., Houston, TX 77051	HAS	240	RC; EC	N	5	3	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
6	Satellite Utility Plant (3 Restrooms) - Sanitizing	7800 Airport Blvd., Houston, TX 77051	HAS	240	Disinfecting	N	5	5	5	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
7	Exercise Facility	7800 Airport Blvd., Houston, TX 77051	HAS	800	RC; EC	N	5	3	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
8	Exercise Facility - Disinfecting	7800 Airport Blvd., Houston, TX 77051	HAS	800	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
9	Central Helicopter (2 Restrooms)	8913 Paul B Koonce Houston, TX 77061	HAS	85	RC; EC	N	5	3	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
10	Central Helicopter (2 Restrooms) - Disinfecting	8913 Paul B Koonce Houston, TX 77061	HAS	85	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
11	HAS Fuel Farm (Restroom)	9016 Randolph St. 9016 Randolph St. Houston, TX 77061	HAS	60	RC; EC	N	5	3	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.

12	HAS Fuel Farm (Restroom) - Disinfecting	9016 Randolph St. 9016 Randolph St. Houston, TX 77061	HAS	60	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
13	Price Compressor Facility (2 Restrooms)	7752 Braniff St, Houston, TX 77061	HAS	264	RC; EC	N	7	5	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
14	Price Compressor Facility (2 Restrooms) - Disinfecting	7752 Braniff St, Houston, TX 77061	HAS	264	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
15	Main Terminal Nonsterile - Disinfecting	7800 Airport Blvd., Houston, TX 77051	HAS	48,580	Disinfecting	N	14 (2x daily)	14 (2x daily)	14 (2x daily)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
HOBBY AIRPORT (HOU) TOTAL SQUARE FOOTAGE				114,678						

OTHER WORK SERVICES

OWS LABOR FEES	UOM	YR 1	YR 2	YR 3	YR 4	YR 5
Labor Straight Time	hr.					
Labor Holiday	hr.					
Labor Overtime	hr.					
Labor Emergency	hr.					

PACKAGE 2 – OVERVIEW

General Location – Hobby Airport (HOU)

District: I

Department: Houston Airport System (HAS)

Total Square Footage – 114,678

Types of Services: Janitorial, Porter, Recycling, OWS, Disinfecting

Legend:

DP: Day Porter Service

EC: Evening Crew Service

NC: Night Crew Service

RC: Roving Crew Service

FCO: Floor Care Only Service

EXHIBIT B-3
CLEANING AND JANITORIAL SERVICES - PACKAGE THREE
ELLINGTON FIELD (EFD)

	ELLINGTON AIRPORT (EFD)	Location Address	Dept.	Sq. Ft.	Type of Service	Paper Products (Y / N)	Level One Frequency per Week	Level Two Frequency per Week	Level Three Frequency per Week	Times of Operation
1	Administrative Building	11502 Aerospace Ave., Houston, TX 77034	HAS	3,700	RC; EC	N	5	3	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
2	Administrative Building - Disinfecting	11502 Aerospace Ave., Houston, TX 77034	HAS	3,700	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
3	Airfield & Grounds (A&G)	6100 Farley, Ellington Field, TX 77034	HAS	2,045	RC; EC	N	5	3	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
4	Airfield & Grounds (A&G) - Disinfecting	6011 Farley, Ellington Field, TX 77034	HAS	2,045	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
5	Exercise Facility	6011 Farley, Ellington Field, TX 77034	HAS	500	RC, EC	N	1	1	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
6	Exercise Facility - Disinfecting	6011 Farley, Ellington Field, TX 77034	HAS	500	Disinfecting	N	5	5	5	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
5	T-Hanger A (4-Restrooms)	Airfield, Ellington Field, TX 77034	HAS	144	RC; EC	N	3	2	1	RC 8:00 a.m.- 4:00 p.m.; EC after 4:00 p.m.
6	T-Hanger B (4-Restrooms)	Airfield, Ellington Field, TX 77034	HAS	144	RC; EC	N	3	2	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
7	T-Hanger D (2-Restrooms)	Airfield, Ellington Field, TX 77034	HAS	72	RC; EC	N	3	2	1	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
8	New ATC Tower Cab (2-Restrooms & Breakroom)	11501 Brantley Ave., Houston, TX 77034	HAS	600	RC; EC	N	5	3	2	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
9	New ATC Tower Cab (2-Restrooms & Breakroom) - Disinfecting	11501 Brantley Ave., Houston, TX 77034	HAS	600	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.

10	Spaceport Facility	13150 Space Center Blvd., Ellington Field, TX 77034	HAS	15,000	RC; EC	N	5	3	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
11	Spaceport Facility - Disinfecting	13150 Space Center Blvd., Ellington Field, TX 77034	HAS	15,000	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
12	HPD Facility	11602 Kirk Ave. Houston, Texas. 77034	HAS	2,341	RC; EC	N	5	3	3	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
13	HPD Facility - Disinfecting	11602 Kirk Ave. Houston, Texas. 77034	HAS	2,341	Disinfecting	N	10 (2x daily M-F)	10 (2x daily M-F)	10 (2x daily M-F)	RC 8:00 a.m. – 4:00 p.m.; EC after 4:00 p.m.
ELLINGTON AIRPORT (EFD) TOTAL SQUARE FOOTAGE				47,732						

PACKAGE 3 – OVERVIEW

General Location – Ellington Field (EFD)

District: E

Department: Houston Airport System (HAS)

Total Square Footage – 47,732

Types of Services: Janitorial, Porter, Recycling, OWS,
Disinfecting

Legend:

DP: Day Porter Service

EC: Evening Crew Service

NC: Night Crew Service

RC: Roving Crew Service

FCO: Floor Care Only Service

OTHER WORK SERVICES

OWS LABOR FEES	UOM	YR 1	YR 2	YR 3	YR 4	YR 5
Labor Straight Time	hr.					
Labor Holiday	hr.					
Labor Overtime	hr.					
Labor Emergency	hr.					

EXHIBIT B-4
CLEANING AND JANITORIAL SERVICES - PACKAGE FOUR
HOUSTON PUBLIC WORKS

Count	Location	Location Address	Dept	Sq.ft	Type of Sevice	Paper Products (Y / N)	Number of Days per Week	Days of Operation	Times Of Operation
	HPW WASTEWATER OPERATIONS				DP				
1	Southwest WWTP (Admin. Bldg.)	4211 Beechnut (2-Floors)	HPW	12,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
2	Southwest WWTP (Elect. Bldg.)	4211 Beechnut (1-Floor)	HPW	4,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
3	WasteWater Operations Lab	10500 Bellaire (1-Floor)	HPW	31,000	DP	Y	5	Monday-Friday	7:00AM to 4:00PM
4	Cullen Service Center (Admin. Bldg.)	7440 Cullen (2-Floors)	HPW	24,000	DP	Y	5	Monday-Friday	6:30AM to 2:30PM
5	Cullen Service Center (Modular Bldg.)	7440 Cullen (1-Floor)	HPW	5,500	DP	Y	5	Monday-Friday	6:30AM to 2:30PM
6	Almeda Sims WWTP (Maint. Bldg.)	12319 1/2 Almeda Rd. (First Floor)	HPW	4,500	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
7	Almeda Sims WWTP (Admin. Bldg.)	12319 1/2 Almeda Rd. (1-Floor)	HPW	5,000	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
8	Almeda Sims WWTP (Sludge Processing Bldg.)	12319 1/2 Almeda Rd. (Second Floor)	HPW	4,000	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
9	Groveyway Administration Bldg.	4545 Groveyway (2-Floors)	HPW	22,000	DP	Y	5	Monday-Friday	7:00AM to 3:30PM
10	Groveyway Trailer	4545 Groveyway (1-Floor)	HPW	5,500	DP	Y	5	Monday-Friday	7:00AM to 3:30PM
11	Sims Bayou WWTP - Bldg. C (Operations Bldg.)	9500 Lawndale (1-Floor)	HPW	4,000	DP	Y	5	Monday-Friday	7:00AM to 3:00PM
12	Sims Bayou WWTP - Bldg. D (Maint. Bldg.)	9500 Lawndale (2-Floors)	HPW	2,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
13	Northwest WWTP	5423 Magnum (2-Floors)	HPW	9,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
14	Sims South WWTP (Elect. Bldg.)	3100 Old Galv. Rd. (1-Floor)	HPW	7,000	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
15	Sims South WWTP (Eng. Bldgs. 1A & 2A)	3100 Old Galv. Rd. (1-Floor)	HPW	6,700	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
16	Sims South WWTP (Admin. / Maint. Bldg.)	3100 Old Galv. Rd. (1-Floor)	HPW	4,000	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
17	Sims South WWTP (Eng. Bldgs. 1B & 2B)	3100 Old Galv. Rd. (1-Floor)	HPW	2,700	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
18	69th Street Sludge Facility (Admin. Bldg.)	2525 S/Sgt Macario Garcia (1-Floor)	HPW	14,500	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM

19	69th Street Sludge Facility (Plant Bldg.	2525 S/Sgt Macario Garcia (3rd & 4th-Floors)	HPW	3,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
20	69th Street WWTP (Admin. Bldg.)	2525 S/Sgt Macario Garcia (1-Floor)	HPW	24,000	DP	Y	5	Monday-Friday	7:30AM to 4:00PM
21	69th Street WWTP (Maint. Bldg.	2525 S/Sgt Macario Garcia (2-Floors)	HPW	13,000	DP	Y	5	Monday-Friday	7:30AM to 4:00PM
22	Keegans Bayou WWTP (Sludge Control & Operations Bldgs.	9400 White Chapel Ln. (1-Floor)	HPW	5,500	DP	Y	2	Tuesday & Thursday	7:00AM to 3:00PM
23	Upper Braes Bayou WWTP	13525 W. Houston Center Blvd. (1-Floor)	HPW	5,500	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
24	Northbelt WWTP	14506 Smith Rd. (1-Floor)	HPW	2,500	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
25	Int. Airport WWTP	2450 Rankin Rd. (1-Floor)	HPW	3,000	DP	Y	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
26	Beltway WWTP	10518 Bellaire (1-Floor)	HPW	5,500	DP	N	1	Wednesday	7:00AM to 3:00PM
27	Willowbrook WWTP	7101 W. Greens (1-Floor)	HPW	4,000	DP	N	1	Wednesday	7:00AM to 3:00PM
28	Japhet Service Center (Modular Bldg. 1	100 Japhet (1-Floor)	HPW	3,000	DP	Y	5	Monday-Friday	7:00AM to 3:00PM
29	Japhet Service Center (Modular Bldg. 2	100 Japhet (1-Floor)	HPW	3,000	DP	Y	5	Monday-Friday	7:00AM to 3:00PM
	SQ FT SUBTOTAL			239,400					
	HPW DRINKING WATER OPERATIONS								
30	Central	105 Sabine (2-Floors)	HPW	7,200	DP	N	5	Monday-Friday	7:00AM to 3:00PM
31	Maintenance Management Facility (MMF)	7027 Ardmore (2-Floors)	HPW	67,000	DP	N	5	Monday-Friday	7:00AM to 3:00PM
32	East Water Purification Plant (EWPP)	12555 Clinton Rd. (2-Floors)	HPW	20,814	DP	N	5	Monday-Friday	7:00AM to 3:00PM
33	East Water Purification Plant (EWPP)	2300 Federal Rd. (3-Floors)	HPW	18,574	DP	N	5	Monday-Friday	7:00AM to 3:00PM
34	Southeast Water Purification Plant (SEWPP)	3100 Genoa Red Bluff (1-Floor)	HPW	17,238	DP	N	5	Monday-Friday	7:00AM to 3:00PM
35	Southeast Water Purification Plant (TM2 Bldg.)	3100 Genoa Red Bluff (1-Floor)	HPW	3,556	DP	N	5	Monday-Friday	7:00AM to 3:00PM

36	Northeast Water Purification Plant (#1 - Operations) - NEWPP	12550 Water Works Way (1-Floor)	HPW	20,000	DP	N	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
37	Northeast Water Purification Plant (#2 - Education) - NEWPP	12550 Water Works Way (1-Floor)	HPW	7,350	DP	N	3	Monday, Wednesday, Friday	7:00AM to 3:00PM
38	Lake Houston Facility (Admin. Bldg.)	22627 Shorewood (1-Floor)	HPW	2,675	DP	N	1	Monday	7:00AM to 3:00PM
39	Annex Laboratory	1770 Sidney St. (1-Floor)	HPW	12,500	DP	N	5	Monday-Friday	7:00AM to 3:00PM
	SQ FT SUBTOTAL			176,907					
	OTHER HPW LOCATIONS								
40	Customer Accounts Services	4200 Leeland (3-Floors) - Main Building	HPW	30,400	DP	N	5	Monday-Friday	7:00AM to 6:00PM
41	Customer Accounts Services - Meter Shop	2700 Dalton (2 floors)	HPW	15,893	DP	N	5	Monday-Friday	7:00AM to 6:00PM
42	Purchasing Services Branch	2805 McKinney (4-Floors)	HPW	44,000	DP	N	5	Monday-Friday	7:00AM to 3:30PM
43	Customer Accounts Services	2805 McKinney (3rd-Floor)	HPW	Included Above	DP	N	5	Monday-Friday	6:30AM to 3:00PM
	SQ FT SUBTOTAL			90,293					
	HPW TOTAL SQUARE FOOTAGE			506,600					

PACKAGE 5 – OVERVIEW

General Location: Various

Department: Houston Public Works (HPW)

Total Square Footage: 506,600

Types of Services: Janitorial, Porter, Recycling, OWS

Legend:

DP: Day Porter Service

EC: Evening Crew Service

NC: Night Crew Service

RC: Roving Crew Service

FCO: Floor Care Only Service

OTHER WORK SERVICES

OWS LABOR FEES	UOM	YR 1	YR 2	YR 3	YR 4	YR 5
Labor Straight Time	hr.					
Labor Holiday	hr.					
Labor Overtime	hr.					
Labor Emergency	hr.					

**EXHIBIT B-5
CLEANING AND JANITORIAL SERVICES - PACKAGE FIVE
FLEET MANAGEMENT DEPARTMENT (FMD)**

Count	Location	Location Address	Dept	Sq. ft.	Type of Service	Paper Products (Y / N)	Number of Days per Week	Days of Operation	Times of Operation
	FLEET MANAGEMENT DEPARTMENT (FMD)								
1	Japhet Fleet Maintenance Facility Service Center (Bldgs. A,B,C,I, J)	100 Japhet, Houston, TX 77020	FMD	62,694	DP	Y	5	Monday-Friday	7:00 a.m. - 3:00 p.m.
2	Burruss Fleet Maintenance Facility Service Center	802 E. Burruss, Houston, TX 77022	FMD	30,249	RC	Y	2	Monday and Thursday	7:00 a.m. - 3:00 p.m.
3	Crosstimbers Fleet Maintenance Facility Service Center	1700 E. Crosstimbers, Houston, TX 77093	FMD	26,150	RC	Y	5	Monday-Friday	7:00 a.m. - 3:00 p.m.
4	Dalton Fleet Maintenance Facility Service Center	2700 Dalton, Houston, TX 77017	FMD	7,500	RC	Y	2	Tuesday & Friday	7:00 a.m. - 3:00 p.m.
5	McCarty Fleet Maintenance Service Center	5410 McCarty, Houston, TX 77013	FMD	26,120	RC	Y	5	Monday-Friday	7:00 a.m. - 3:00 p.m.
6	Renwick Fleet Maintenance Facility Service Center	7101 Renwick, Houston, TX 77081	FMD	7,500	RC	Y	2	Monday and Thursday	7:00 a.m. - 3:00 p.m.
7	Teague Fleet Maintenance Facility Service Center	5900 Teague, Houston, TX 77041	FMD	7,500	RC	Y	2	Tuesday & Friday	7:00 a.m. - 3:00 p.m.
	FMD TOTAL SQUARE FOOTAGE			167,713.00					

PACKAGE 5 – OVERVIEW

General Location: Various
 Department: Fleet Management Department (FMD)
 Total Square Footage: 167,713
 Types of Services: Janitorial, Porter, Recycling, OWS

Legend:

DP: Day Porter Service
 EC: Evening Crew Service
 NC: Night Crew Service
 RC: Roving Crew Service
 FCO: Floor Care Service

OTHER WORK SERVICES

OWS LABOR FEES	UOM	YR 1	YR 2	YR 3	YR 4	YR 5
Labor Straight Time	hr.					
Labor Overtime	hr.					
Labor Emergency	hr.					

**EXHIBIT B-6
LABOR RELATIONS PLAN FORM**

This form must be completed, signed and included in the bid package. Failure to do so can result in the bid being considered incomplete and as a result, rejected.

Business Name: _____

Address: _____

City, State and
Zip: _____

1. Does your business have an existing collective bargaining agreement with a union that would be applicable to employees who would be working on the City's facilities should a contract be awarded?

YES Please attach a complete copy of the agreement(s) and skip to item No. 3.

NO Please respond to item No. 2.

2. Please describe in detail how your business will maintain labor peace. **Attach additional sheets or copies of existing policies or procedures if necessary.**

A. What would your business' response be to any union organizing drive?

B. Describe what policies or procedures your business would utilize in order to enable employees to address any complaint they may have with management regarding wages, hours or other terms and conditions or employment.

3. Has your business ever had an unfair labor practice charge filed against it with the National Labor Relations Board (NLRB) in the past ten years?

YES Please attach a complete copy of each charge and a detailed description of its resolution.

NO

Name of Person
Completing Form:

PART III – EVALUATION AND SELECTION PROCESS

A. Evaluation Committee

An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria listed in Item E below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)’ meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

B. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

C. Selection Process

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 based on the following evaluation criteria that are listed in order of importance below:

Expertise / Experience / Qualifications	35 Points
Management Plan	15 Points
Labor Relations Plan	10 Points
Cost	40 Points
M/WBE Compliance	Pass/Fail
Financial Capability	Pass/Fail

* 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) percentage points.

D. Best and Final Offer (“BAFO”)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary.

E. Evaluation Criteria

Responsiveness of Proposal (Pass/Fail)

The Proposal must provide a list of relevant experience as a Prime on at least one (1) similar project(s) at a facility of similar scope and magnitude of at least one or more of the packages identified in this RFP within the past five (5) years including company name, contact name, address, date of contract, and description of service. This requirement must be met by the prime firm and may not be met by a combination of firms on a team. Proposer must pass the above criteria to be evaluated by the Evaluation Committee. Proposers that fail to meet the criteria will be removed from further consideration, and no further scoring of their submittal will take place. Therefore, Offerors meeting the minimum qualifications of this RFP shall be evaluated as follows:

The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

1.0 **Expertise / Experience / Qualifications: (35 Points):**

The Proposal shall be evaluated based on the extent to which the proposed solution meets the needs of the City, including, but not limited to, the desired specifications, requirements, and services, as expressed in this RFP.

- 1.1 Degree of quality on written summary describing the Proposers background information, history, resources and/or track record. Please limit this to three (3) pages.
- 1.2 Detailed experience in cleaning and janitorial services, that are similar in type, scope, and magnitude of that described in the scope of work.
- 1.3 The Proposer(s) experience, expertise, and qualifications on project comparable in size, scope, and complexity to this solicitation.
- 1.4 A list of key resources working for the Proposer and any achievements that the offeror has made over its total operating period.
- 1.5 Experience with any local/state/federal regulatory authorities.
- 1.6 Strength of Proposer's management, staffing and support staff, and to the level of thoroughness and detail provided in the organizational chart showing the chain of command of all proposed key personnel, their functions, and their responsibilities when working on this project.
- 1.7 Provide resumes of key personnel who will be responsible for the delivery of services for project.
- 1.8 Number and quality of key personnel certifications and/or licenses submitted.
- 1.9 Level of Proposers Questionnaire data submitted with accurate contact information of references. Accuracy based on references containing: a) current contact names; b) current e-mail addresses; c) current phone number; and d) the current physical address of firms.

2.0 Management Plan (15 Points):

The management plan should be limited to no more than 10 typewritten pages and should include the following:

- 2.1 Description of management approach and how Proposer supports accomplishing the work described herein. Describe organization sufficiently to enable evaluators to understand the proposed structure, staffing, distribution of authority, and distribution of work functions.
- 2.2 Discuss the use of sub-contractors and illustrate how Proposer will secure qualified subcontractors and manage their performance; and describe how firm will provide opportunities for small and disadvantaged businesses.
- 2.3 Describe the approach for the transition from the current contract and achieving full contract capability on the first day of the new contract. Show how firm will ensure the necessary staffing, equipment, materials, supplies, and management systems will be in place.
- 2.1 Outline your management tools, methodologies, plan and approach in staff scheduling, dispatching, and handling of emergencies.
- 2.4 Management plan should identify all individuals considered key to the success of the proposed contract and outline roles and responsibilities.
- 2.5 Describe the recruiting process and strategies in the hiring of competent and qualified personnel. Describe approach and strategies in managing relief and reserve staffing.
- 2.6 Describe how Proposer verifies that staff has adequately performed work for delivery of services.
- 2.7 Describe the process how Proposer inspects, approves, and verifies delivery of services and how corrective action with staff are implemented.

3.0 Labor Relations Plan: (10 Points)

- 3.1 To the level of thoroughness and quality of a submitted explanation on how the Offeror plans to maintain harmonious relations a Labor Relations Plan form that must be completed and returned within Proposer's proposal.
- 3.2 To the degree of detail of the explanation on how the Proposer plans to allow current janitorial services employees to apply for employment if awarded the contract.
- 3.3 To the degree of quality of a Collective Bargaining Agreement or Labor Relations plan.
- 3.4 Submission of either (A) or (B) below.
 - A) Existing copy of a Collective Bargaining Agreement with a union that would be applicable to employees who would be working on City facilities, (or)
 - B) If no existing Collective Bargaining Agreement available, Offerors shall then submit a detailed description on how firm would maintain labor peace by:
 - Stating what the Offeror's response would be to any union organizing drive; and

- Deciding what policies or procedures they would utilize in order to enable employees to address and complaints they may have with management regarding wages, hours, or other terms and conditions of employment.

3.5 To the degree and the number of Offeror(s) have had unfair labor practice charges against them with the National Labor Relations Board (NLRB) within the last ten years

3.6 To the level of quality of Offerors providing additional information they believe will explain their plan for maintaining labor peace or its history of labor relations.

4.0 Cost: (40 Points)

THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Price Proposal".

5.0 M/WBE Participation (Pass/Fail)

Note: The Hire Houston First (HHF) Program can be found in the City of Houston's Code of Ordinances (the "Code"), Ch. 15, Article XI. At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 3 Points: For Proposer whose firm is a local business residing within the local area as defined by section 15-176 of the Code.
- 0 Points: For Proposer whose company does not reside within Houston city limits, or within the local area as defined by section 15-176 of the Code.

F. ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for cleaning and janitorial as provided herein, or deemed necessary and/or desirable by the City.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Submit **two (2)** printed copies of the Technical Proposal, including one **(1)** printed original signed in BLUE ink, and **five (5)** non-password protected electronic copies of the Technical Proposal on **five (5) separate thumb drives** sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

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

Submit **One (1)** printed copies of the Price Proposal/ Fee Schedule in a separate single sealed envelope bearing the assigned solicitation number (located on the first page of this RFP document) and clearly identifying to content as the Price Proposal/ Fee Schedule to the location provided above.

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

2. Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposals must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs, and shall be securely bound. Submission materials will not be returned to Proposers.
4. Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling; Submission of Price Proposal/ Fee Schedule. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/ envelope of the Price Proposal/ Fee Schedule shall clearly identify the content as "Price Proposal/ Fee Schedule" and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer's Technical Proposal.
6. Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Price Proposal/ Fee Schedule must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
7. Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
2. Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.
3. Offer and Submittal Form: See Exhibit I
4. Responsiveness: Submit and be compliant with all "material" submission requirements requested in this RFP.
5. General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.
 - a. Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced

without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

- b. Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel.
6. Knowledge and Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:
 - 6.1 Summarize three or more deployments (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing cleaning and janitorial services for a major metropolitan area;
 - 6.2 Submit a written plan of action on how Proposer will meet the City's cleaning and janitorial services requirements;
 - 6.3 Company track record: Provide a brief summary of company's background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City.
 - 6.4 Detailed experience in cleaning and janitorial services, that are similar in type, scope, and magnitude of that described in the scope of work.
 - 6.5 Submit a list of key resources and any achievements.
 - 6.6 Experience with any local/state/federal regulatory authorities.
 - 6.7 Submit strength of firm's management, staffing and support staff, and the level of thoroughness and detail provided in the organizational chart showing the chain of command of all proposed key personnel, their functions, and their responsibilities.
 - 6.8 Provide key personnel certifications and/or licenses.
 7. Client References: Provide reference name and contact information for three (3) clients for whom Proposer has provided similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:
 - 7.1 Name and location of project(s);
 - 7.2 "CURRENT" reference contact name, telephone numbers, and e-mail addresses;
 - 7.3 Total number of spaces managed (off-street and on-street);
 - 7.4 Deployment completion date(s) or current status;
 - 7.5 List any key cleaning and janitorial services that may distinguish your company from the competition.
 8. Management Plan:
 - 8.1 Provide a description of management approach and how firm supports accomplishing the work described herein. Describe your organization sufficiently to enable evaluators to understand the proposed structure, staffing, distribution of authority, and distribution of work functions.
 - 8.2 Discuss the use of sub-contractors and illustrate how firm will secure qualified subcontractors and manage their performance; and describe how firm will provide opportunities for small and disadvantaged businesses.
 - 8.3 Describe the approach for the transition from the current contract and achieving full contract capability on the first day of the new contract. Illustrate how firm will ensure the necessary staffing, equipment, materials, supplies, and management systems will be in place.

- 8.4 Outline management tools, methodologies, plan and approach in staff scheduling, dispatching, and handling of emergencies.
- 8.5 Identify all individuals considered key to the success of the proposed contracts and outline roles and responsibilities.
- 8.6 Describe firms recruiting process and strategies in the hiring of competent and qualified personnel. Describe your approach and strategies in managing relief and reserve staffing.
- 8.7 Describe how Proposer verifies that staff has adequately performed work for delivery of services.
- 8.8 Describe the process how Proposer inspects, approves, and verifies delivery of services and how corrective action with staff are implemented.

9. Labor Relations Plan:

- 9.1 Provide the level of thoroughness and quality of a submitted explanation on how the Proposer plans to maintain harmonious relations a Labor Relations Plan form that must be completed and returned within Offeror's proposal package.
- 9.2 To the degree of detail of the explanation on how the Proposer plans to allow current janitorial services employees to apply for employment if awarded the contract.
- 9.3 To the degree of quality of a Collective Bargaining Agreement or Labor Relations plan.
- 9.4 Submission of either (A) or (B) below.
 - A) Existing copy of a Collective Bargaining Agreement with a union that would be applicable to employees who would be working on City facilities, (or)
 - B) If no existing Collective Bargaining Agreement available, Proposers shall then submit a detailed description on how firm would maintain labor peace by:
 - Stating what the Offeror's response would be to any union organizing drive; and
 - Deciding what policies or procedures they would utilize in order to enable employees to address and complaints they may have with management regarding wages, hours, or other terms and conditions of employment.
- 9.5 Provide the number of Proposer(s) have had unfair labor practice charges against them with the National Labor Relations Board (NLRB) within the last ten years
- 9.6 Provide additional information that will explain their plan for maintaining labor peace or its history of labor relations.

10. M/WBE Participation: Identify M/WBE subcontractor(s) and submit a signed "M/WBE Letter of Intent" form identifying the role of each subcontractor for this implemented project.

11. Financial Stability:

- 11.1 If Offeror is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

- 11.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 11.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - 11.1.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 11.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.
- 11.2 If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:
- 11.2.1 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 11.2.2 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 11.2.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;
- OR
- 11.2.4 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

12. Exceptions to Standard Contract: Provide any exceptions to the standard contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
13. Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
14. Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.
15. Other: Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.
16. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
17. Contract: Submit two (2) originals of the completed and signed Contract if no exceptions are noted. See Appendix 1.
- 17.1 Each Contract submitted must bear an original signature and date.
 - 17.2 Include copy of license agreement(s) that Proposer would want to include in the contract.
18. Price Proposal/ Fee Schedule: Please separately submit a Price Proposal/ Fee Schedule with the level of detail.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

All exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP or result in possible rejection of Proposal.

Part VI – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, 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.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder 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, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Minority and Woman Business Enterprises ("M/WBE")

Proposer shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to M/WBE's. Proposer 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.

C. Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

D. Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

E. Anti-Boycott of Israel

Proposer certifies that Proposer is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

F. Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

G. PRESERVATION OF CONTRACTING INFORMATION:

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

PART VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, **Roy Korthals** preferably by e-mail to roy.korthals@houstontx.gov or by telephone at (832) 393-8734 no later than 4:00 P.M., CST by Monday, July 20, 2020. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

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. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

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

E. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- B. Signed M/WBE Forms (Exhibit II): Attachment "A" Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts; Attachment "B" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report; Attachment "C" Certified M/WBE Subcontract Terms; Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
- C. Contractor Ownership Information Form (Exhibit III)
- D. Anti-Collusion Statement (Exhibit IV)
- E. Conflict of Interest Questionnaire (Exhibit V)

PART IX – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

- A. Insurance Requirements and Insurance Certificate
- B. Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D")
- C. City Contractors' Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity by e-mail to HireHoustonFirst@houstontx.gov or submit copy with proposal.
- E. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- F. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>
- G. Resolution of Contractor (download at <https://purchasing.houstontx.gov/forms.html>)

PART X – PRICING

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			

TOTAL	\$
MWBE PARTICIPATION	\$
TOTAL BID AMOUNT	\$

**MWBE PARTICIPATION PLAN
GOOD FAITH EFFORTS**

If you have exhausted your best efforts to comply with the City’s MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

****All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWBE participation must be returned with the bid form.**

The undersigned will enter into a formal subcontracting agreement with the M/WBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/BE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWBE Subcontractor

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/BE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/BE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/BE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

**EXHIBIT II
ATTACHMENT "C"
CERTIFIED MWBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO MEDIATION**" and contain the following terms:

1. _____(M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. _____(M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWBE GOAL: _____

MWBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

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

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

OWNERSHIP INFORMATION FORM

Document 00455

OWNERSHIP INFORMATION FORM

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII, City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

00455-1
12/23/2019

OWNERSHIP INFORMATION FORM

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____

Bidder's email address

Email Address: _____

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS NOT APPLICABLE IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "Resident bidder" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "Nonresident bidder" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

OWNERSHIP INFORMATION FORM
CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

OWNERSHIP INFORMATION FORM

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name	_____	_____	_____
	Officer		Address
Name	_____	_____	_____
	Officer		Address
Name	_____	_____	_____
	Officer		Address
Name	_____	_____	_____
	Officer		Address
Name	_____	_____	_____
	Officer		Address
Name	_____	_____	_____
	Officer		Address

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name	_____	_____	_____
	Director or Member		Address
Name	_____	_____	_____
	Director or Member		Address
Name	_____	_____	_____
	Director or Member		Address
Name	_____	_____	_____
	Director or Member		Address
Name	_____	_____	_____
	Director or Member		Address

OWNERSHIP INFORMATION FORM

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) continued.

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

ATTACH ADDITIONAL SHEETS AS NEEDED.

OWNERSHIP INFORMATION FORM

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal [*DESCRIBE*]:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature

Date

Printed name

Title

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Finance Department, Strategic Procurement Division, ATTN: Jerry Adams, Chief Procurement Officer; 901 Bagby; Concourse Level; Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package.

Any questions about filling out this form should be directed to your attorney.

**EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Data Received</td> </tr> </table>	OFFICE USE ONLY	Data Received
OFFICE USE ONLY			
Data Received			
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>			
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>			
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>			
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>			
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>			

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware: