



Amendment No. 6
To
Contract No. NH150000001
For
Janitorial Services for AFO
Between
Workquest
with
Austin Task, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 17, 2020 through March 16, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$31,520.16 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/17/2015 – 03/16/2018	\$115,516.80	\$115,516.80
Amendment No. 1: Removal of Site 07/25/2017	\$0.00	\$115,516.80
Amendment No. 2: Option 1 – Extension 03/17/2018 – 03/16/2019	\$31,520.16	\$147,036.96
Amendment No.3: Vendor Change for TIBH & Workquest 10/23/2018	\$0.00	\$147,036.96
Amendment No. 4: Option 2 – Extension 03/17/2019 – 03/16/2020 Price Increase of 10.33% 03/17/2019	\$31,520.16	\$178,557.12
Amendment No. 5: Vendor Change for Reliable Facilities Service, Inc. & Austin Task, Inc. 02/15/2020	\$0.00	\$178,557.12
Amendment No. 6: Option 3 – Extension 03/17/2020 – 03/16/2021	\$31,520.16	\$210,077.28

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Abby Monk
Authorized Representative

Workquest
1011 East 53rd ½ Street
Austin, Texas 78751
(512) 451-8145
amonk@tibh.org

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Sign/Date: Vandy Cameron / 3/3/2020

Printed Name: Vandy Cameron

Authorized Representative

Austin Task, Inc. – Performing Party



Amendment No. 5
to
Contract No. NH150000001
For
Janitorial Services for AFO
Between
Reliable Facilities Service, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor. Reliable Facilities Service, Inc. was not previously registered.

	From	To
Vendor Name	Reliable Facilities Service, Inc.	Austin Task, Inc. dba Reliable Facilities Service, Inc.
Vendor Code	N/A	AUS8315998
FEIN	N/A	

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 5 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Procurement Supervisor
City of Austin, Purchasing Office

2-18-2020

Date



Amendment No. 4
of
Contract No. NH150000001
for
Janitorial Services for AFO
between
Workquest
and the
City of Austin

- 1.0 The City hereby grants the requested ten-and-thirty-three hundredths percent (10.33%) rate increase as shown in Table 1.0. The price increase will become effective on 03/17/2019.

Item	Location	Old Monthly Cost	Old Total Cost per Year	Multiplier	New Monthly Cost	New Total Cost per Year
1	Wellness & Safety – 517 South Pleasant Valley Road	\$2,626.68	\$31,520.16	1.1033	\$2,898.00	\$34,776.00

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 17, 2019 to March 16, 2020. One option remains.
- 3.0 The total contract amount is increased by \$31,520.16 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/17/2015 – 03/16/2018	\$115,516.80	\$115,516.80
Amendment No. 1: Removal of Site 07/25/2017	\$0.00	\$115,516.80
Amendment No. 2: Option 1 - Extension 03/17/2018 – 03/16/2019	\$31,520.16	\$147,036.96
Amendment No. 3: Vendor Change 10/23/2018	\$0.00	\$147,036.96
Amendment No. 4: Option 2 – Extension 03/17/2019 – 03/16/2020	\$31,520.16	
Price Increase of 10.33% 03/17/2019	\$0.00	
	\$31,520.16	\$178,557.12

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Abby Monk 2/5/2019
Printed Name: Abby Monk
Authorized Representative

Workquest
1011 East 53rd 1/2 Street
Austin, Texas 78751
amonk@tibh.org
(512) 451-8145

Signature and Date: Cyrenthia Ellis 2/5/19
Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Signature and Date: Vandy Cameron 2/4/2019
Printed Name: Vandy Cameron

Reliable Facilities Service, Inc. - Performing Party



Amendment No. 3
to
Contract No. NH150000001
For
Janitorial Services for AFO
Between
TIBH Industries, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	TIBH Industries, Inc. dba TIBH dba TIBH Industries dba TIBH Central Store	Workquest
Vendor Code	TEX4818500	TEX4818500
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

A handwritten signature in blue ink that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

10-23-18

Date



Amendment No. 2
of
Contract No. NH150000001
for
Janitorial Services for AFO
between
TIBH Industries, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 17, 2018 to March 16, 2019. Two options remain.
- 2.0 The total contract amount is increased by \$31,520.16 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 03/17/15 – 03/16/18	\$115,516.80	\$115,516.80
Amendment No. 1: Removal of Site 07/25/17	\$0.00	\$115,516.80
Amendment No. 2: Option 1 03/17/18 – 03/16/19	\$31,520.16	\$147,036.96

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Abby Monk 2/14/2018
Printed Name: Abby Monk
Authorized Representative

TIBH Industries, Inc.
1011 East 53rd 1/2 Street
Austin, TX 78751
amonk@tibh.org
512-451-8145

Signature and Date: Cindy Reyes 2/9/18
Cindy Reyes
Contract Management Specialist III
City of Austin
Purchasing Office

Signature and Date: Vandy Cameron 2/13/2018
Printed Name: Vandy Cameron

Reliable Facilities, Inc. - Performing Party



Amendment No. 1
of
Contract No. NH150000001
for
Janitorial Services for AFD
between
TIBH Industries, Inc.
and the
City of Austin

- 1.0 The City is hereby removing the Fire Investigations unit at 3002 Guadalupe Street, Austin, TX 78705 from this contract effective September 1, 2017. The last day of service will be August 31, 2017.
- 2.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/17/15 – 03/16/18	\$115,516.80	\$115,516.80
Amendment 1: Removal of site	\$0.00	\$115,516.80

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Abby Monk
Abby Monk
TIBH Industries, Inc.
1011 East 53rd ½ Street
Austin, TX 78751

Signature: Erin D'Vincent 7.25.17
Erin D'Vincent, Procurement Specialist IV
City of Austin
Purchasing Office

Signature: Danely Cameron
Printed Name:
Reliable Facilities, Inc. – Performing Party



March 17, 2015

Ms. Karen Bitzer
Contracts Management
City of Austin Fire Department-Purchasing/Finance
4201 Ed Bluestein Blvd.
Austin, TX 78721

Re: Revised FY15 Janitorial Maintenance Proposal for COA Fire Department Locations

Dear Ms. Bitzer:

The following is a revised proposal to continue to provide the janitorial maintenance for the City of Austin at the following Fire Department locations: Fire Investigations – 3002 Guadalupe Street, 78705; and Wellness and Safety – 517 S. Pleasant Valley Road in Austin, Texas.

TIBH Industries, Inc. along with Reliable Facilities Service, Inc. would like to propose a monthly rate of \$3,208.80 or an annual rate of \$38,505.60. This requested increase is a reflection of the increase in personnel, wages, insurances and supply costs. The breakdown of the rates by location is shown in detail on the attached spreadsheet.

This revised proposal is based on the specifications that have been supplied TIBH by the City of Austin and is a reflection of omitting the Annex two days a week. If there are any revisions to the current Scope of Work, please, let us know and we will supply you with a revised price proposal.

If you have any questions or wish to discuss this proposal further, please, feel free to contact me. We would like to thank you for this opportunity and for your continued support of the State Use Works Wonders Program in helping employ individuals with disabilities. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads 'Abby Monk'.

Abby Monk
TIBH Regional Marketing Manager Region V

Pc: Mr. Vandy Cameron, Reliable Facilities Service, Inc.
Ms. Erin D'Vincent, City of Austin
File

**Austin Fire Department
Janitorial Services
Bid Sheet**

Date: Revised 3/17/15

Item #	Location	Square Feet	Frequency	Cost per Square Foot / Per Month	Monthly Cost	(Divide by 20 visits per month to get daily cost for each facility)	Daily Cost	Frequency of Visits/Month	Total Cost per Month	Total Cost per Year (monthly cost x 12)
1	Fire Investigations- 3002 Guadalupe Street, Austin, 78705	4,200	Daily	\$ 0.1740	\$ 730.80	20	\$ 36.54	20	\$ 730.80	\$ 8,769.60
2	Wellness and Safety - 517 S. Pleasant Valley Rd.	14,000	Daily	\$ 0.177	\$ 2,478.00	20	\$ 123.90	20	\$ 2,478.00	\$ 29,736.00
Total Bid									\$ 3,208.80	\$ 38,505.60

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TIBH Industries, Inc.
with
Reliable Facilities Services, Inc.
For
Janitorial Services for the Austin Fire Department**

This Contract is made and entered into effective April 1, 2015 by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and TIBH Industries ("Contractor"), having offices at 1011 East 53 ½ Street, Austin, Texas 78751 which has assigned the performance of this Contract to Reliable Facilities Services, INC. ("Performing Party") to provide janitorial services for the Austin Fire Department (at frequencies and time frames specified in Exhibit B herein, pursuant to the authority granted in compliance with the provisions of Chapter 122, Title 8, Human Resources Code.

The undersigned parties do certify that (i) the services specified above are necessary and essential for activities that are within the statutory functions and programs of the City, and (ii) the services, supplies or contract are not required by Section 21 of Article XVI of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Abby Monk, Phone: (512)451-8145, Email Address: amonk@tibh.org. The City's Contract Manager for the engagement shall be Karen Bitzer, Phone: (512) 974-4131, Email Address: Karen.Bitzer@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor and Performing Party shall perform each of the tasks as detailed in Exhibit A-Purchase Specifications and Attachment B-Contractor's Bid Sheet attached hereto.

- 2.2.1 **Price Increases/Decreases.** Price increases are not applicable without prior approval of the City of Austin Purchasing Office, or the Texas Committee on Purchases of Products and Services of Blind and Severely Disabled Persons. Price decreases may be accepted by the City of Austin at any time during the life of the contract.
- 2.2.2 **Modifications.** Job sites may be added or deleted by the City in its sole discretion. Any such modifications shall be conveyed to the Contractor and Performing Party by a written modification by the City's Contract Manager and shall be deemed accepted upon receipt by the Contractor and Performing Party.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid monthly as set forth in the Bid Sheet for job description and monthly total cost listing attached hereto as Exhibit B. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$115,516.80 for all fees and expenses for the initial term, and \$38,505.60 for each extension option for a total contract amount not-to-exceed \$231,033.60.

3.2 **Payment for Services.** The Contractor shall pay the Performing Party, as assignee and servicing agent of Performing Party's interest in the payment under this Contract (as directed), for services received upon receipt of a proper invoice or voucher prepared by the Performing Party to Contractor, within thirty (30) days from receipt of same, provided that favorable inspection of work performed is documented and authorization to pay is granted. Payment for services performed shall be billed at a rate based upon the amount of work completed as noted on the invoice provided, however, that favorable inspection of work performed is documented and authorization to pay is granted by the City.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Karen Bitzer
Address	P.O. Box 1088
City, State, Zip Code	Austin, Texas 78767

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may**

withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on April 1, 2015 and shall remain in effect for a period of thirty-six (36) months thereafter. The Contract may be extended for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City's Purchasing Officer or his designee.

- 4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or compete the project (not to exceed 120 calendar days unless mutually agreed to in writing).

4.2 **Right to Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor and Performing Party shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor and Performing Party shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor and Performing Party must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor and Performing Party shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor and Performing Party hereunder and shall not be construed to be a limitation of liability on the part of the Contractor or Performing Party.

5.1.1.5 The City may request that the Contractor and Performing Party submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and Performing Party's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor and Performing Party shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor and Performing Party.

5.1.1.12 The Contractor and Performing Party shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor and Performing Party shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor and Performing Party shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor and Performing Party shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor and Performing Party.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor and Performing Party shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar day's Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's and Performing Party's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar day's Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Performing Party shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor and Performing Party shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor and Performing Party if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor and the Performing Party shall negotiate an equitable adjustment for costs incurred by the Contractor and Performing Party in the Contract price and execute an amendment to the Contract. The Contractor and Performing Party must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor and Performing Party from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

SECTION 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Performing Party access to the sites where the Performing Party is to perform the services as required in order for the Performing Party to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor and Performing Party acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's and Performing Party's obligations under the Contract. The Contractor and Performing Party hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor and Performing Party shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor and the Performing Party's employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor or Performing Party that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor and the Performing Party, their Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor and Performing Party shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor or Performing Party shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Right To Audit.**

7.5.1 The Contractor and Performing Party agree that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor and Performing Party is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor or Performing Party will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, the Performing Party, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Performing Party, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR OR PERFORMING PARTY, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: CA's Name, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

TIBH Industries

ATTN: Abby Monk, Contract Manager

1011 East 53 ½ Street

Austin, Texas 78751

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent

contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 Holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs the State of Texas, or the City of Austin.

7.27 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available on the Internet at the following online address:

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below,

TIBH Industries, Inc. ("Contractor")

By: Abby Mark
Signature

Name: Abby Mark
Printed Name

Title: Regional Marketing Manager

Date: 3/25/2015

RELIABLE FACILITIES INC. ("Performing Party")

By: Vandy Cameron
Signature

Name: Vandy Cameron
Printed Name

Title: President

Date: 3/25/2015

CITY OF AUSTIN

By: Erin Vincent
Signature

Name: Erin Vincent
Printed Name

Title: Vendor Buyer Specialist

Date: 3/31/15

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Contractor's Bid Sheet
Exhibit C	City's Non Discrimination Certification

**EXHIBIT A
CITY OF AUSTIN FIRE DEPARTMENT
PURCHASE SPECIFICATIONS
FOR
JANITORIAL SERVICES**

1.0 PURPOSE

This is a request for a thirty-six month service agreement with an option to extend for up to three (3) additional twelve (12) month periods for the procurement of janitorial services for the Austin Fire Department.

2.0 SCOPE

This specification establishes the minimum requirements for a janitorial services contract for the City of Austin Fire Department (AFD) at the following locations.

Fire Investigations

1621 Nash Hernandez Sr.
Office Hours: 7:45 am - 4:45 pm
approx. 14,000 square feet

Fire Wellness Center/Safety Office

517 S. Pleasant Valley Rd.
Office Hours: 7:45 am - 5:45 pm
approx. 14,000 square feet

Locations may be added or dropped over the term of this contract and price will be adjusted per the bid sheet rate. The successful vendor shall agree to adjust billing accordingly.

3.0 SERVICE REQUIREMENTS

- 3.1 The janitorial services shall be provided as noted in Section 3.4. Each Visit (Section 4.1) services will be performed on the evening following each workday, unless previously coordinated with the facility representative and the Contract Administrator.
- 3.2 Services may not be required on City recognized holidays,(see supplemental purchase provisions). However, the facility will be made available outside of regular office hours for other-than-routine custodial work (i.e. carpet shampooing, stripping and waxing, etc.).
- 3.3 The Performing Party shall provide all labor, materials and equipment except for toilet paper, hand soap, and paper towels, which shall be furnished by the City.
- 3.4 The schedule of work hours for completing the service requirements at each location is as follows:
- | <u>Location</u> | <u>Frequency</u> | <u>Hours</u> |
|--------------------------------------|------------------|--------------------|
| Fire Investigations | Mon - Fri | 6:00 pm to 6:00 am |
| Fire Wellness Center / Safety Office | Mon - Fri | 6:00 pm to 6:00 am |

Performing Party shall make every effort to not interfere with the normal work of Fire Department personnel located at the above locations.

- 3.5 The Performing Party shall furnish and maintain all equipment necessary for properly maintaining each location. The City of Austin reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in unsafe operating condition must be

replaced immediately at the Performing Party's expense. Failure to make every effort to provide suitable equipment for carrying out all requirements of this IFB will be grounds for termination of the contract.

3.6 Materials and supplies used by the Performing Party shall conform to the requirements listed in this specification. No material shall be used that will damage floors, floor covering, toilet fixture, woodwork, painted surfaces, furniture, or which will create health or safety hazards. Where a specific product is specified by the City, there shall not be deviation without the express permission of the City of Austin, in which case, samples of all materials proposed to be used shall be submitted and approval granted before the material represented by the samples is used. Upon request the Performing Party shall submit a Material Safety Data Sheet (MSDS) for each material to be used in providing the cleaning service.

3.7 The Performing Party is required to submit with the bid a list of cleaning chemicals and disinfectant to be utilized in the performance of this contract. The City has right of approval on any product used during the term of the contract.

4.0 SERVICE LEVELS

4.1 There are six levels of service for this janitorial contract. The six levels of service are:

- (1) Each Visit Requirement - requires that services be provided to the locations listed in Section 2.0 every day of the week that the building is in operation.
- (2) Weekly Service Requirement - requires these services be performed a minimum of once a week, every week.
- (3) Monthly Service Requirement - requires these services be performed a minimum of once a month, every month.
- (4) Quarterly - services to be performed a minimum of once every three months.
- (5) Semiannually - services to be performed a minimum once within a six-month period, during the contract period.
- (6) Annual Service Requirements - services to be performed a minimum of once a year during the contract period.

4.2 Level 1 - Daily Requirements

- a. Empty and clean trash receptacles. Performing Party is to use disposable plastic liners.
- b. Remove all waste from building and place in City provided containers for disposal.
- c. All floors must be cleaned, dust-mopped, and damp mopped.
- d. All area rugs and/or carpeted floors vacuumed and spot cleaned to remove all stains and debris.
- e. Restrooms and Kitchen Areas:

- (1) Clean floors with detergent and germicidal additive.
- (2) Urinals and toilets cleaned and sanitized on both inside and outside, polishing brightwork. Deodorant urinal screens replaced, as required.

- (3) Mirrors washed.
- (4) Showers cleaned
- (5) Nickel work polished.
- (6) Wash basins and countertops washed and wiped dry.
- (7) Walls and Doors wiped clean.
- (8) Stall dividers dusted and wiped clean.
- (9) Clean lights and switches.
- (10) Refill towel cabinets, tissue dispensers, soap dispensers, deodorant dispensers, as necessary.
- (11) Empty and clean trash receptacles, replace liners as required.
- (12) Clean cabinets, ducts and air vents.

- g. Clean, sanitize, and dry shine drinking fountain.
- h. Clean exterior glass doors both inside and outside, no streaking. (See definitions section 8)
- i. Spot clean all entryways and plate glass windows. (See definition section 8).
- j. Sweep and damp-mop entrance and exit areas.
- k. Remove debris in and around entryways, stairwells, and the Pleasant Valley location's elevator and each building's perimeter. (See definitions section 8).

4.3 Level 2 - Weekly Requirements

- a. All flat or horizontal surfaces to be dusted and polished. Paperwork not to be disturbed. Desks will not be dusted unless requested by user.
- b. Clean all exposed parts of air conditioning vents, with a fungicide.
- c. Clean glass partitions, both sides.
- d. Clean all floors, apply finish and bring to lustrous appearance and wet-mop as required to maintain good appearance.
- e. Dust all woodwork, including baseboards, chairs, ledges, and file cabinets.
- f. Dust all wall picture frames. Do not service if it is not glass covered.
- g. Clean entryway glass and plate windows. (See definition section 8)
- h. Fitness Equipment located at Wellness Center location shall be wiped down with a damp rag.

4.4 Level 3 - Monthly Requirements

- a. Dust Venetian blinds.
- b. Perform high dusting, including exposed pipes, high cabinets, etc.
- c. Vacuum drapes.
- d. Burnish/high speed buff all resilient tile floors.

Level 4 - Quarterly Requirements

- a. Steam clean, shampoo, and disinfect carpets.

4.5 Level 5 - Semiannual Requirements

- a. Clean all wood-paneled walls, apply appropriate polish.
- b. Scrub all resilient tile floors to remove wax/dirt build-up.
- c. Dust or vacuum all wall surfaces.
- d. Wash exterior windows, both inside and outside.
- e. Clean and disinfect venetian blinds.

4.6 Level 6 - Annual Requirements

- a. Wash lighting fixtures inside and outside.
- b. Strip and wax hard surfaced floors (Non-resilient tile).

4.7 Access to Offices

Offices with closed doors shall not be entered for cleaning. Offices with staff working late shall be bypassed if requested. Bypassed offices shall be cleaned if vacated prior to cleaning personnel's departure.

4.8 Facility Log Book

A facility logbook shall be maintained for the AFD Building Contact Person. This will serve as a means of communication between the building Contact Person and the Performing Party's work crews and supervisor who shall review the logbook daily. The logbook will be maintained at a mutually agreed upon location.

4.9 Performing Party's Quality Control Program (CQCP)

The Performing Party shall implement a complete quality control program to assure the requirements of the contract are met as specified. The CQCP shall be a system for identifying and correcting discrepancies in the quality of services before the level of performance becomes unacceptable and/or the building Contact Person(s) point out the deficiencies. The program shall include, but not be limited to the following:

- a. An inspection system which is tailored to the specific facility and which covers all services stated in the specifications.
- b. The Performing Party will devise an appropriate inspection checklist.
- c. The checklist will be signed and dated to indicate the time that the inspection was completed.
- d. It is not permissible for the person who performs the work to inspect and accept the work.
- e. Inspections are to be performed weekly on a randomly selected day.
- f. Discrepancies that are noted will indicate the time and the date that the discrepancy will be corrected.
- g. The completed, signed and dated checklists will be submitted to the building Contact Person at the end of each week for review and comment, if necessary.
- h. The Performing Party will provide to the Contract Administrator and building Contact Person(s) a list of Performing Party Supervisors authorized to inspect and sign the checklist.
- i. The fact that the inspection is required on a weekly basis does not relieve the Performing Party from performing additional inspections, if deemed necessary.

4.10 Light, Water and Electricity

The City of Austin shall provide such light, water, and electricity as are necessary to enable Performing Party to provide the services described herein and Performing Party shall use these facilities only in the performance of the contract.

5.0 VENDOR QUALIFICATIONS AND VENDOR EMPLOYEE REQUIREMENTS

5.1 Performing Party must provide the following information as part of the bid requirement.

References from a minimum of five customers for similar contracts relating to janitorial services for private businesses or government agencies. Include name of company, number of sites cleaned, square footage, contact person and telephone number. See section 0700 for Reference Sheet.

- 5.2 The Performing Party shall employ only qualified supervisory personnel and workers skilled in the performance of cleaning services. Performing Party employees who, in the opinion of the Contract Administrator, do not possess the skills and experience required in the specifications will be immediately replaced.
- 5.3 All supervisory personnel assigned to this contract shall have a minimum of two- (2) years experience in supervising crews which provide janitorial services as described in this contract. The supervisors should have hands-on experience in those same services. They shall be able to read and work from schedules and work requirements while supplying competent directions to workers.
- 5.4 The Performing Party shall maintain an adequate number of employees and/or crews to satisfactorily perform the required services at each location within the hours listed in Section 3.4.
- 5.5 The Fire Department shall have the right to require the Performing Party to remove from the premises covered by this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the Fire Department. Any person removed under this clause shall not be re-employed on Fire Department premises without written consent of the Fire Department. Only employees of the Performing Party shall be permitted on the premises during the execution of the duties described in these specifications.
- 5.6 Performing Party employees shall be identified by means of either a uniform or ID card. All employees must be in uniform or wearing a visible ID card while performing the described duties.
- 5.7 Performing Party shall designate a responsible representative or representatives in charge of work who will be at the work site during all hours worked by the Performing Party's personnel. Management personnel of the Performing Party will be required to contact the Contract Administrator and building Contact Person monthly for review and inspection of work performed.
- 5.8 All Performing Party employees assigned to clean the AFD Investigations office located at 1621 Nash Hernandez will be required to pass a criminal background check conducted by AFD Investigators prior to being allowed on the premises. The background check will be administered free of charge by the AFD Investigations Office.

6.0 DAMAGES

Surfaces, fixtures or furnishings damaged by Performing Party's employees shall be repaired or replaced to the satisfaction of the Fire Department by the Performing Party, at no cost to the Fire Department. It shall be the responsibility of the Performing Party and the City to mutually agree upon condition of surfaces, fixtures, or furnishing before starting work on this contract.

7.0 SAFETY PRECAUTIONS

The Performing Party is responsible for instructing his/her employees on appropriate safety measures and is not permitted to allow employees to place cleaning supplies or equipment in traffic lanes or other locations in such a manner as to create safety hazards. Performing Party's employees shall be required to interrupt their work, as necessary, to allow passage of traffic through corridors.

8.0 DEFINITION OF TERMS AND STANDARDS

- 8.1 Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint, and cobwebs.
- 8.2 Plumbing Fixture and Dispenser Cleaning - Plumbing fixtures and dispensers are cleaned when free of all deposits and stains so that item is without dust streaks, film, odor, and stain.

CONTRACT
NHIS*1
TIBH

Chemical List for Austin Fire Dept. Contract

Item #	Chemical Name	Description
CE-5525M	Steele Stainless Steel Cleaner	Aerosol. Polishes, protects, cleans, dissolves oils, fats, greases, resins and water stains.
SP-7116	Spartan NABC	Cleans, disinfects, deodorizes toilet bowls, urinals and other restroom surfaces.
SP-3016-4	Spartan Damp Mop Cleaner	Floor cleaner concentrate for maintenance of high gloss finishes.
SP-3261	Spartan Glass Cleaner	Ammoniated clear blue formula. Non-filming, non-streaking, retards soiling and finger prints.
SP-7225	Spartan M.I.D. Bowl Cleanser	Phosphoric acid-base disinfectant. Mild, safe and economical. Disinfects and deodorizes.
SP-7115	Spartan M95 Restroom Cleaner	Mild acid cleaner for tile, porcelain, china & metal.
L PC14278	Axxo Oxygen Bleach Cleanser	Non-chlorinated, economical cleanser for durable surfaces.
SP-0035-4	Spartan Clean by Peroxy	All Purpose Cleaner

Spartan Clean by Peroxy

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City of Austin – Green Cleaning
Standard Janitorial Specifications (GS-42 Compliance)

Standard Janitorial Specifications (GS-42 Compliance)

The City of Austin believes that there is a sufficient selection of cost-competitive, effective and environmentally sensitive cleaning supplies is available in each of the following categories:

- Bathroom Cleaners
- Carpet Cleaners
- General Purpose and Hard Floor Surface Cleaners
- Glass, Window and Mirror Cleaners
- Hand Cleaners and Hand Soaps
- Paper Products

For the aforementioned cleaning supply categories, any vendor of janitorial services may be deemed in compliance with the intent of GS-42 if they solely use products that are:

- Certified by Green Seal, 1001 Connecticut Ave., NW, Suite 827, Washington DC, 20036-5525, 202/872-6400, 202/872-4324 (fax), www.greenseal.org
- Certified by Environmental Choice EcoLogo Program, 107 Sparks St. 2nd Floor, Ottawa, Ontario, Canada K1A 0H3, www.ecologo.org
- For chemicals: Recognized by the U.S. Environmental Protection Agency Design for the Environment (DfE) Formulator Program, Office of Pollution Prevention and Toxics, USEPA, 1200 Pennsylvania Ave., NW, Mail Code 7406-M, Washington DC 20460, www.epa.gov/dfe/contact.htm
- For paper products: In compliance with the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue

For all chemical products, vendors must use the concentrated version, if available, and not a ready-to-use version. Consumption of cleaning products in concentrated form reduces the amount of container material, packaging and fuel used in the transport of the product. As a result, use of a concentrated product both conserves natural resources and reduces waste.

Guiding Principles

1. Include environmental factors as well as traditional considerations of price and performance as part of the normal purchasing process
2. Emphasize pollution prevention early in the purchasing process
3. Examine multiple environmental attributes throughout a product or service's life cycle
4. Compare relative environmental impacts when selecting products and services
5. Collect and base purchasing decisions on accurate and meaningful information about environmental performance

Schools may procure and use non-pre-qualified cleaning supplies provided that the manufacturer or distributor of those supplies provides alternative qualification of environmental sensitivity by providing the City with independent documentation verifying that the products meet the criteria of at least one of the Green Seal standards (GS-37 or GS-41 for chemicals, GS-9 for paper) or EcoLogo standards (CCD (Certification Criteria Document)-104, CCD-146 or CCD-148 for chemicals, CCD-86 for paper)

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The Contract allows individual Vendors to forego particular criteria of a green cleaning policy, including but not limited to the purchase and use of environmentally sensitive cleaning supplies, if to do so would not be "economically feasible" for specified product or cleaning required by contractual agreement. Any Vendor in such a circumstance may provide a written notification to the City stating that implementation of a green cleaning policy for a product category is not economically feasible. A vendor seeking exemption must use the form provided in Attachment***. After notification, the vendor may continue using its non-green cleaning materials for the specified product category. The exemption must be renewed annually until such time as green cleaning becomes economically feasible for the product category. An exemption must be sought for each school, although multiple schools in a district may apply together. To claim a product category exemption due to economic infeasibility, the school must provide:

1. The price of the current cleaning supply;
2. If applicable, the dilution factor for the current cleaning supply in use;
3. The prices of three comparable green cleaning supplies; and
4. If applicable, the dilution factors of those three comparable green cleaning supplies.

Preferable Product Attributes

- Minimal presence of or exposure to potentially harmful chemicals, such as:
 - Corrosive or strongly irritating substances
 - Substances classified as known or likely human carcinogens or reproductive toxicants by authorities such as the National Toxicology Program, the U.S. EPA, the International Agency for Research on Cancer, or the State of California
 - Ozone-depleting compounds as listed in Clean Air Act regulations 6
- Regulated hazardous materials (e.g., products classified as hazardous waste products that trigger OSHA hazard communication requirements)
- Low volatile organic compound (VOC) content
- Biodegradable by standard methods and definitions, e.g., ready biodegradability as defined by the Organization for Economic Cooperation and Development (OECD). "Ready biodegradability" is a definition meant to ensure that a material degrades relatively quickly in an aquatic aerobic environment
- Low toxicity in aquatic species such as fish or aquatic invertebrates, e.g., LC50 or EC50 > 10 mg/L (chronic) reported on MSDS or other product literature
- Low flammability, e.g., flash point > 200 degrees F.
- Presence of ingredients derived from renewable resources, such as bio-based solvents from citrus, seed, vegetable, and pine oil
- Designed for use in cold water in order to conserve energy

Preferable Product Use

- Limit use of disinfectants to areas where people are likely to come into contact with contaminated surfaces (e.g., bathroom fixtures, doorknobs, other high-touch surfaces) and circumstances prescribed by public health codes (see Section 7: Relationship to Other Laws). Many general purpose cleaning tasks (e.g., routine cleaning of walls, floors, and other surfaces with minimal hand contact) do not typically require the use of disinfectants.

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- Conduct training on proper use of products
- Chemicals should be dispensed using a metered dilution system

Preferable Product Packaging and Shipping

- Concentrated formulas with appropriate handling safeguards
- Efficient packaging (e.g., light weight, reduced volume)
- Recyclable packaging
- Recycled-content packaging
- Refillable bottles
- Pump sprays rather than aerosols
- Packaging and dilution systems designed to reduce exposure to the product
- Products shipped in bulk
- Clear labeling and information on use and disposal

Air Fresheners

Some air fresheners contain ingredients that can cause respiratory irritation and inhibit lung capacity. Specifically, studies have shown that the ingredient 1,4-Dichlorobenzene (PCDB) can be toxic to humans. Where feasible, avoid the need for air fresheners by properly cleaning. If an air freshener is required despite proper cleaning, preferably select a bio-based spray product applied by staff versus a solid or an automatic device that sprays into the room regardless of whether it is needed.

Bathroom and Facial Tissues

For bathroom and facial tissues, select products that are certified by GreenSeal (GS 1) EcoLogo (CCD-82 or 83), or meet the standards of the U.S. EPA Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue.

Chrome Cleaners/Polishes

Chrome cleaner/polish frequently uses petroleum distillates, which are poisonous and derived from a non-renewable resource. The following are some of the specific issues to compare for this product category:

- VOC: Prefer those that have no or low VOC versus alternatives with higher levels
- Bio-Based/Renewable Resources: Prefer products that use oils derived from renewable resources as compared to oils from non-renewable resources

Degreasers

Degreasers are typically heavy-duty cleaners that include solvents for removing oil-based soils. Traditional solvents are typically derived from non-renewable sources (e.g. petroleum), can be flammable, have a high degree of VOCs that can cause respiratory irritation and contribute to environmental pollution, and some have severe health impacts. The following are some of the specific issues to compare for this product category:

- pH: Prefer those with a neutral pH (closer to 7) as compared to those with extreme pH (closer to 1 or 14)
- Biodegradability: Prefer those that are readily biodegradable as compared to those that are slower to degrade.

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- **Dyes and Fragrances:** Prefer those with no or low levels of dyes and fragrances where appropriate. If dyes or fragrances are necessary for safety or other non-aesthetic purposes, use those that are approved for foods and cosmetics.
- **VOC:** Prefer those that have no or low VOC versus alternatives with higher levels.
- **Bio-Based/Renewable:** Prefer products that use oils derived from renewable resources as compared to oils from non-renewable resources.
- **Flashpoint:** Prefer products that have a high flashpoint compared to those with a low flashpoint.

Disinfectants and Sanitizers

Disinfectants and sanitizers are similar to all-purpose cleaners with supplementary ingredients added to kill bacteria and other unwanted organisms. Because disinfectants kill organisms, they are regulated as "pesticides" under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 8 See Definitions section for definitions of Disinfectants and Sanitizers.

The U.S. EPA, as well as the City, interprets FIFRA as prohibiting manufacturers from making claims that disinfectants and sanitizers are "green" or "environmentally sensitive." Nonetheless, disinfectants and sanitizers play an important role in all green cleaning policies. When selected with care and used with the proper procedures and methods, they are effective tools in preventing the spread of infections and illnesses. The following are some of the specific issues to compare for this product category:

- **Toxicity:** Use the least toxic disinfectants and sanitizers (i.e., avoid those products that display the signal word "DANGER").
- **pH:** Prefer those with a more neutral pH (closer to 7) versus those with extreme pH (closer to 1 or 14).
- **Dyes and Fragrances:** Prefer those with no or low levels of dyes and fragrances where appropriate. If dyes or fragrances are necessary for safety or other non-aesthetic purposes, use those that are approved for foods and cosmetics.
- **Biodegradability:** Prefer those that are readily biodegradable as compared to those that are slower to degrade.

Floor Finishes

Floor finishes must be durable and appropriate for the prescribed maintenance method, but they typically contain heavy metals. Importantly, floor finishes must be compatible with the stripping solution. The following are some of the specific issues to compare for this product category:

- **Durability:** Prefer finishes that are more durable (require less maintenance such as buffing, restoring and recoating) than less durable finishes that require more frequent maintenance. Ideally, select a product that lasts three years before requiring stripping.
- **Preferred Products:** Prefer a Green Seal or EcoLogo certified product or a product recognized by the U.S. EPA Design for the Environment program, if it meets the durability characteristic of lasting for at least three years.
- **Heavy Metals:** Prefer non-heavy-metal cross-linked polymers versus those containing heavy metals.

Floor Strippers

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Floor strippers typically have extreme pH, solvents and ammoniated compounds necessary to remove metal cross-linked floor finishes. Floor strippers must be compatible with the floor finish. The following are some of the specific issues to compare for this product category:

- Preferred Products: Prefer a Green Seal or EcoLogo certified product, or a product recognized by the U.S. EPA Design for the Environment program
- pH: Prefer those with a pH closer to neutral (in the range of 10 to 12) as compared to those with extreme pH (closer to 14)
- VOC: Prefer those that have no or low VOC versus alternatives with higher levels.
- Bio-Based/Renewable Resources: Prefer those that contain naturally derived solvents versus those containing solvents derived from non-renewable sources.

Furniture Polish

Furniture polishes frequently use petroleum distillates, which are poisonous and derived from a nonrenewable resource. The following are some of the specific issues to compare for this product category:

- VOC: Prefer those that have no or low VOC versus alternatives with higher levels
- Bio-Based/Renewable Resources: Prefer products that use oils derived from renewable resources as compared to oils from non-renewable resources.

Graffiti Remover

Graffiti Removers are typically heavy-duty cleaners that include solvents for removing oil-based paints. Traditional solvents are typically derived from non-renewable sources (e.g., petroleum) and can be flammable. The following are some of the specific issues to compare for this product category:

- VOCs: Prefer those that have no or low VOC versus alternatives with higher levels. Consider detergent-based products compared to those containing solvents.
- Flashpoint: Prefer products that have a high flashpoint compared to those with a low flashpoint.
- pH: Prefer those with a neutral pH (closer to 7) versus those with extreme pH (closer to 1 or 14)
- Bio-Based/Renewable Resources: Prefer products derived from renewable resources as compared to non-renewable resources

Gum Remover

Dry ice and carbon dioxide are preferable products for gum removal. Degreasers can be used in some situations (see recommendations on Degreasers). The following are some of the specific issues to compare for this product category:

- VOCs: Prefer those that have no or low VOC as compared to alternatives with higher levels. Consider detergent-based products compared to those containing solvents.
- Flashpoint: Prefer products that have a high flashpoint versus those with a low flashpoint.
- pH: Prefer those with a neutral pH (closer to 7) as compared to those with extreme pH (closer to 1 or 14)

Lime and Scale Remover

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Lime and scale removers are acids because of the need to remove mineral deposits from sinks, bowls and urinals. Choose those products with a more neutral pH versus those with extreme pH (closer to 1). Environmentally preferable lime and scale removers may fall closer to an acidity of pH 4 as compared to traditional products that may have a pH below 1. Proper safety and handling procedures should be used for any strong acids, particularly corrosive acids, which U.S. EPA defines as pH less than 2.

Microfiber

Microfiber is a synthetic material made from extremely fine threads of polyester or nylon. Due to its fine weave, microfiber naturally traps dust and dirt particles, making it an ideal material for cleaning. Microfiber cloths and mops can greatly reduce or even eliminate the need for added chemicals when dusting or cleaning surfaces. The following are some of the specific issues to compare for this product category.

- "Soft weave" microfiber is best for general dry surface cleaning
- "Hard weave" microfiber is best for cleaning glass and other hard surface that do not scratch
- Some microfiber weaves contain a cotton blend, which makes them suitable for damp or wet cleaning areas such as restrooms

Plastic Bags

Plastic bags are frequently used as trashcan liners. Careful selection of plastic bags can minimize resource use and waste. The following are some of the specific issues to compare for this product category.

- Recycled content: Prefer a minimum of 10% post-consumer content
- Bio-based content: Prefer those manufactured from plant polymers such as corn
- Biodegradability: Prefer those that are readily biodegradable

Solvent Spot Removers

Solvent spot removers are sometimes necessary for spot removal, particularly on carpets. If possible, use detergent-based spotters that reduce to powders (followed with extraction, vacuuming, or other method to remove/absorb the detergent). The following are some of the specific issues to compare for this product category:

- pH: Prefer those with a neutral pH (closer to 7) as compared to those with extreme pH (closer to 1 or 14)
- Biodegradability: Prefer those that are readily biodegradable as compared to those that are slower to degrade
- Dyes and Fragrances: Prefer those with no or low levels of dyes and fragrances where appropriate. If dyes or fragrances are necessary for safety or other non-aesthetic purposes, use those that are approved for foods and cosmetics
- VOCs: Prefer products that have no or low VOC versus those with higher VOC content
- Flashpoint: Prefer products that have a high flashpoint versus those with a low flashpoint

Urinal Deodorizers

Urinal Deodorizers are traditionally blocks placed in urinals to reduce odors. Preferably these deodorizers should be eliminated altogether because some urinal deodorizers can inhibit lung health. Specifically, studies have shown that the ingredient 1,4-

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Dichlorobenzene (PDCB) can be toxic to humans. More frequent cleaning and other methods of deodorizing can eliminate the need for urinal deodorizers. However, if urinal deodorizers are still required, preference should be given to those that are readily biodegradable.

Wood Floor Finishes

Wood and stone floor coatings have traditionally been solvent-based products. While extremely durable to protect flooring materials that are very expensive to replace, these coatings can be quite hazardous during the drying and curing period. The following are some of the specific issues to compare for this product category:

- **Durability:** Prefer durable finishes that require less maintenance (e.g., recoating) than less durable finishes that require more frequent recoating.
- **VOCs:** Prefer products that have no or low VOC versus those with higher VOC content.
- **Flashpoint:** Prefer products that have a high flashpoint versus those with a low flashpoint.

b. Cleaning Equipment Purchases

Effective green cleaning policies include the use of proper equipment in addition to the use of environmentally sensitive cleaning supplies. The Council recommends that schools purchase new cleaning equipment with the features listed below when current equipment reaches the end of its functioning lifetime.

- **Vacuum Cleaners:** Vacuum cleaners should be certified by the Carpet and Rug Institute's Green Label Program and operate at a sound level of less than 75dBA per ASTM test standard F1334-02.
- **Carpet Extraction Equipment:** Carpet extraction equipment used for restorative deep cleaning should meet the requirements of the Carpet and Rug Institute's Bronze Seal of Approval Testing Program.
- **Powered Floor Maintenance Equipment:** Powered floor maintenance equipment, including battery and electric powered floor buffers and burnishers, should be equipped with vacuums, guards and/or other devices for capturing fine particulates, and should operate at a sound level of less than 70dBA.
- **Powered Scrubbing Machines:** Powered scrubbing machines should be equipped with variable-speed feed pumps. The use of cleaning fluids should be optimized through chemical metering, preferably using an on-board device or alternatively using an external device.
- **Propane Powered Floor Equipment:** Propane powered floor equipment should be equipped with high efficiency, low emission engines with a catalytic converter or muffler that meets the standards of the U.S. EPA or California Air Resources Board Small Off-Road Engines programs with a sound level less than 90dBA.

In addition to the equipment-specific recommendations listed above, schools should incorporate as many of the following general attributes as possible into their decisions regarding cleaning equipment purchases:

- **Powered cleaning equipment** should be ergonomically designed to minimize vibration, noise and user fatigue.
- **Powered cleaning equipment** should be designed to reduce potential damage to building surfaces by using safeguards, such as rollers or rubber bumpers.

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- Battery powered cleaning equipment should be equipped with environmentally preferable rechargeable batteries
-

Best Practices for Implementation

Effective green cleaning policies require *procedural* elements in addition to the purchasing of environmentally sensitive supplies and equipment.

Use of Cleaning Supplies by Non-Custodial Staff

- Provide school staff with small quantities of qualified general purpose cleaners for minor cleaning needs. When providing the products, include instruction on proper use.
 - Ensure all products used by school staff are properly labeled and stored.
 - Instruct staff not to use cleaning products other than those qualified in these guidelines.
 - For more major cleaning needs, staff should request assistance from trained custodians.
-

Vulnerable Populations

- Identify those building occupants with individual medical needs and health sensitivities such as those with illnesses, allergies, or compromised immune systems, or women who are pregnant or nursing babies.
- Develop a plan to address the individual needs of people with sensitivities.
- Change products and cleaning schedules as necessary to accommodate individual needs.
- Address ventilation requirements to help mitigate the problems. Proper ventilation is essential for good indoor environmental quality. In particular, adequate outside air intake serves to dissipate potentially irritating chemicals and fine particles, including those from cleaning products and procedures.
- Carefully read ingredient labels on all cleaning products. Avoid using products that contain major allergens – such as peanuts, tree nuts, or wheat – that may be found in cleaning supplies.

Entryways

- Clean entryways beginning outside the building.
- Use walk-off matting outside and inside entry. Vacuum, sweep, and clean these mats frequently, especially during inclement weather.
- Make sure mopping solutions are kept clean using only the correct amount of cleaning chemical. Do not overuse concentrated cleaning chemicals. Remake as necessary and dispose of spent solution appropriately.
- Use appropriate vacuums. Dispose of captured material or empty bags before half full. Dispose appropriately.

Measuring/Diluting Concentrated Cleaning Products

- Use appropriate protective equipment when mixing concentrated cleaning products.
- Follow manufacturer's dilution directions. Do not under- or over-dilute concentrated cleaning products.
- Make sure that spray bottles (secondary containers) have appropriate labels.
- Never mix different cleaning products together.

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Disinfecting and Sanitizing

- Apply disinfectants and sanitizers judiciously to target areas or surfaces where pathogens can collect and breed, such as high touch surfaces (e.g., bathroom fixtures, doorknobs, shared telephones, and computer keyboards), nursing offices, shared athletic equipment, food service areas, and restroom surfaces. In addition, appropriate disinfectants should be used as prescribed by public health codes (see Section 7: Relationship to Other Laws).
 - Select the appropriate product for the necessary application and area. Choose the product that meets job requirements with the smallest impact on health and environment.
 - Use chemical disinfectants according to label instructions. Following the instructions on the label will ensure effectiveness. Take care to dilute as instructed and allow proper dwell time. Most disinfectants require five to ten minutes of contact time to kill the targeted organism.
 - Disinfectants require the removal of soils from surfaces before they can be effective and should not be used as a substitute for a thorough cleaning. Clean surfaces prior to disinfecting unless using a cleaner/disinfectant capable of performing both functions. *Food Areas (e.g., Cafeterias, Break Rooms, Teachers' Lounges, Etc.)*
 - As necessary, clean and sanitize floors, tables, and other contact surfaces.
 - Separate recyclables from trash, and make sure recyclable areas are kept clean to avoid attracting pests.
 - Make sure that occupants understand how to properly separate trash and recyclables and proper disposal of each.
 - Make sure that waste and recycling containers are covered and emptied at least daily.
- Dusting and Dust Mopping***
- Ensure that dust mops are properly treated to capture dust. Preferably use microfiber dust mops.
 - Use wide-area vacuums fitted with appropriate bags/filters as often as possible.
 - Use microfiber dusting cloths, lint-free dusting cloths, or a vacuum instead of feather dusters.

Floor Care General Maintenance

- Select appropriate heavy metal-free floor finishes that are extremely durable to minimize the need for stripping and recoating.
- Build a solid base consistent with manufacturer's minimum recommended standards for durability (ideally lasting at least three years).
- Develop a system to maintain floors on a daily basis using walk-off mats, dust mopping, or vacuuming.
- Develop an interim restoration program to maintain adequate levels of floor finish and appearances.
- Where appropriate, use an anti-foam product in auto-scrubber discharge tanks to avoid falsely triggering the operator signal for a full discharge tank.

Floor Stripping

- Whenever feasible, schedule procedure when no occupants are in the building; otherwise notify occupants beforehand if a strip-out is scheduled.

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- Select the least toxic products available and mix and use products according to manufacturer's directions
- Use the appropriate personal protective equipment. Gloves, goggles and non-slip footwear are imperative. Aprons and respirators may be necessary depending on products selected.
- Ventilate both during and after stripping. Proper ventilation is essential for good indoor environmental quality. In particular, adequate outside air intake serves to dissipate potentially irritating chemicals and fine particles.

Restoration, Buffing, and Burnishing

- Make sure that adequate floor finish exists. Determine if it is time for a scrub and recoat.
- Select the appropriate restoration product (if recommended by the vendor). Water-based or low VOC products are recommended.
- Apply in a stream or coarse spray or by mop, to minimize amount that gets in the air. Do not over-apply.

Carpet Care General Maintenance

- Ensure that vacuums are in good working order using appropriate bags and/or filters.
- Vacuum bags should be emptied or replaced when half full. Dispose properly.
- Clean up spills while they are still fresh.
- Minimize the amount of moisture used during cleaning.

Extraction Cleaning

- Minimize the amount of cleaning chemicals. Excess chemicals result in rapid resoiling.
- Use appropriate functioning equipment that will maximize the amount of water being extracted from the carpet to minimize moisture and potential for mold and bacterial growth.
- After extraction of carpet areas that were flooded, spray-treat the area with a disinfectant solution to prevent mold and bacterial growth.
- Increase ventilation. Open windows if weather allows. Use fans to dry carpets quickly. Proper ventilation is essential for good indoor environmental quality. In particular, adequate outside air intake serves to dissipate potentially irritating chemicals and fine particles.
- Carpets should be completely dry within 24 hours.
- Dispose of cleaning solutions properly.

Restrooms

- Make sure sanitizing and disinfecting solutions are prepared and used properly and remix as required.
- Frequently clean surfaces that hands touch to eliminate the spread of germs (e.g., door knobs, light switches, handles, etc.)
- Frequently eliminate moisture.
- Keep floors dry to eliminate slip falls and the build-up of bacteria and mold.
- Paper hand towels dispensers should be "touch free," which reduces the potential for cross-contamination of bacteria and other potentially harmful pathogens.
- Use the appropriate personal protective equipment including gloves.

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City of Austin - Green Cleaning
Standard Janitorial Specifications (GS-42 Compliance)

Air Fresheners

- Proper cleaning is preferable to using air fresheners to mask odors.
- When odors persist despite best cleaning practices, identify target areas for use of air fresheners.
- Instruct the custodian or day porter to spray the air freshener in target locations when they are cleaning or policing the restroom. This is preferable to a solid or an automatic device that sprays fragrance into the room regardless of whether it is needed. This is also preferable to an ozone-generating device marketed as an air cleaner; these devices emit ozone, which is a known respiratory irritant.

Hand Washing

- Hand washing is an important practice for staying healthy and reducing the spread of germs. To reduce the incidence of illness and infections, encourage proper hand washing (plain soap, warm water, and friction for 20 seconds) for all school building occupants.
- Antibacterial soaps are no more effective than plain soaps at preventing infectious symptoms in the community setting.
- The use of antibacterial soaps should be reserved for areas such as: the school health office, trainer's office, and locker rooms where the incidence of wound care is higher; food preparation areas; and areas where children are diapered.
- If facilities for hand washing are not available, consider providing alcohol-based hand sanitizers with careful supervision to ensure appropriate and safe use. These products do not clean the hands; rather they sanitize the skin surface as long as it is not covered with contaminants. Alcohol-based hand sanitizers are not a substitute for proper hand washing when it is available.

Hand Drying

- Choose touch-free towel dispensers with long rolls of paper or high-efficiency air dryers.
- Choose towel dispensers with features that discourage waste.

Spills

- Clean spills while still fresh.
- Use the proper cleaning solutions, and use only what is necessary.
- Dispose properly.
- Ensure that occupants know whom to contact in case of spills.

Recycling

- Ensure that the building collection meets with the guidelines from the local recycling hauler and recycling facility.
- Ensure that occupants understand what can be recycled and how it needs to be separated.
- Food containers, such as soda cans, should be rinsed clean by occupants before placing in recycling containers so as to not attract pests.

Trash

ATTACHMENT A
City of Austin – Green Cleaning
Standard Janitorial Specifications (GS-12 Compliance)

- Ensure that trash especially that contains food waste, is removed frequently and is not left in buildings over an extended period of time (i.e., weekends or holidays)
- Dispose properly and ensure that trash does not attract pests or birds, nor create litter
- Make sure that trash and recyclables are being separated properly
- Make sure occupants know how to separate recyclables
- Choose trash container liners (plastic bags) that are the correct size for the container. Avoid double bagging by choosing the appropriate thickness plastic for the anticipated weight of the container's contents. Replace liners only when soiled.

Indoor Plants

- Educate occupants on appropriate care guidelines for indoor plants
- Ensure that plants are not in direct contact with carpets and unit ventilators

**Austin Fire Department
Janitorial Services
Bid Sheet**

Date: Revised 3/17/15

Item #	Location	Square Feet	Frequency	Cost per Square Foot / Per Month	Monthly Cost	(Divide by 20 visits per month to get daily cost for each facility)	Daily Cost	Frequency of Visits/Month	Total Cost per Month	<u>Total Cost per Year (monthly cost x 12)</u>
1	Fire Investigations- 3002 Guadalupe Street, Austin, 78705	4,200	Daily	\$ 0.1740	\$ 730.80	20	\$ 36.54	20	\$ 730.80	\$ 8,769.60
2	Wellness and Safety - 517 S. Pleasant Valley Rd.	14,000	Daily	\$ 0.177	\$ 2,478.00	20	\$ 123.90	20	\$ 2,478.00	\$ 29,736.00
Total Bid									\$ 3,208.80	\$ 38,505.60

EXHIBIT C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor and Performing Party will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor and Performing Party adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR AND PERFORMING PARTY SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S AND PERFORMING PARTY'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR AND PERFORMING PARTY FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S AND PERFORMING PARTY'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor and Performing Party agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's or Performing Party's separate conforming policy, which the Contractor and Performing Party has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor and Performing Party further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's and Performing Party's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of March, 2015

CONTRACTOR
Authorized
Signature

TIBH Industries, Inc.

Abby Mark

Title

Regional Marketing Manager

PERFORMING
PARTY

Authorized
Signature

Title

Reliable Facilities Service, Inc

Vandy Camacho

Pres. dent