



Amendment No. 6
to
Contract No. NH170000001
for
Janitorial Services
between
Workquest
with
Easter Seals Central Texas, 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 9, 2020 through March 8, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$24,620.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/09/2017 – 03/08/2018	\$24,620.00	\$24,620.00
Amendment No. 1: Administrative Increase 01/12/2018	\$15,000.00	\$39,620.00
Amendment No. 2: Option 1 – Extension 03/09/2018 – 03/08/2019	\$24,620.00	\$64,240.00
Amendment No. 3: Vendor Name Change 10/22/2018	\$0.00	\$64,240.00
Amendment No. 4: Administrative Increase 10/23/2018	\$1,060.00	\$65,300.00
Amendment No. 5: Option 2 – Extension 03/09/2019 – 03/08/2020	\$24,620.00	\$89,920.00
Amendment No. 6: Option 3 – Extension 03/09/2020 – 03/08/2021	\$24,620.00	\$114,540.00

- 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: Abbey Monk 1/16/2020

Printed Name: Abbey Monk
Authorized Representative

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

Sign/Date: Matthew Duree

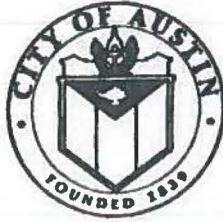
Matthew Duree
Procurement Manager

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

2-13-20

Sign/Date: Gretchen Nelson 1.14.20

Printed Name: Gretchen A. Nelson
Authorized Representative
Easter Seals Central Texas, Inc.
8505 Cross Park Drive, Suite 120
Austin, Texas 78754
(512) 478-2581



Amendment No. 5
to
Contract No. NH170000001
for
Janitorial Services
between
Workquest
with
Easter Seals Central Texas, 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 9, 2019 through March 8, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$24,620.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/09/2017 – 03/08/2018	\$24,620.00	\$24,620.00
Amendment No. 1: Administrative Increase 01/12/2018	\$15,000.00	\$39,620.00
Amendment No. 2: Option 1 – Extension 03/09/2018 – 03/08/2019	\$24,620.00	\$64,240.00
Amendment No. 3: Vendor Name Change 10/22/2018	\$0.00	\$64,240.00
Amendment No. 4: Administrative Increase 10/23/2018	\$1,060.00	\$65,300.00
Amendment No. 5: Option 2 – Extension 03/09/2019 – 03/08/2020	\$24,620.00	\$89,920.00

- 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:

Abby Monk

3/13/2019

Sign/Date:

A. Ellis 3-13-19

Printed Name:

Authorized Representative

Abby Monk

Cyrenthia Ellis
Procurement Manager

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

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

gretchen a nelson

Printed Name: Gretchen A. Nelson
Authorized Representative

Easter Seals Central Texas, Inc.
8505 Cross Park Drive, Suite 120
Austin, Texas 78754
(512) 478-2581



Amendment No. 4
to
Contract No. NH170000001
for
Janitorial Services
between
Workquest
with
Easter Seals Central Texas, Inc.
and the
City of Austin

- 1.0 The City hereby amends the above-referenced Contract to increase available funding administratively in an amount not to exceed \$1,060.00 effective October 23, 2018.
- 2.0 The total Contract amount is increased by \$1,060.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/09/2017 – 03/08/2018	\$24,620.00	\$24,620.00
Amendment No. 1: Administrative Increase 01/12/2018	\$15,000.00	\$39,620.00
Amendment No. 2: Option 1 – Extension 03/09/2018 – 03/08/2019	\$24,620.00	\$64,240.00
Amendment No. 3: Vendor Name Change 10/22/2018	\$0.00	\$64,240.00
Amendment No. 4: Administrative Increase 10/23/2018	\$1,060.00	\$65,300.00

- 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: Abby Mark 10/25/18

Sign/Date: _____

Printed Name: Abby Mark
Authorized Representative

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

Workquest
1011 East 53rd ½ Street
Austin, Texas 78751-1703
(512) 451-8145
amonk@ttht.org workquesttx.com

Sign/Date:  10/24/2018

Printed Name:

Tod Marvin

Authorization Representative

Easter Seals Central Texas, Inc.
8505 Cross Park Drive, Suite 120
Austin, Texas 78754
(512) 478-2581
tmarvin@eastersealstx.org



Amendment No. 3
to
Contract No. NH170000001
For
Janitorial Services
Between
TIBH Industries, Inc.
with
Easter Seals Central Texas, 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

Date 10-23-18



Amendment No. 2
To
Contract No. NH170000001
For
Janitorial Services
Between
TIBH Industries, Inc.
with
Easter Seals Central Texas, 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 9, 2018 through March 8, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$24,620.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/09/2017 – 03/08/2018	\$24,620.00	\$24,620.00
Amendment No. 1: Administrative Increase 01/12/2018	\$15,000.00	\$39,620.00
Amendment No. 2: Option 1 – Extension 03/09/2018 – 03/08/2019	\$24,620.00	\$64,240.00

- 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.

Signature & Date:

Abby Monk 2/20/2018

Printed Name: Abby Monk
Authorized Representative

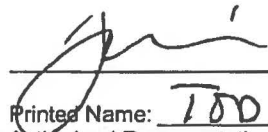
TIBH Industries, Inc.
1011 East 53rd ½ Street
Austin, Texas 78751
(512) 451-8145
amonk@tibh.org

Signature & Date:

Mike Zambrano, Jr. 2-28-2018

Mike Zambrano, Jr.
Contract Management Specialist III

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



Printed Name: TODD MARVIN
Authorized Representative

Easter Seals - Central Texas Inc.
8505 Cross Park Drive
Suite 120
Austin, Texas 7875
(512) 478-2581
imarvin@eastersealstx.org



Amendment No. 1
to
Contract No. NH170000001
for
Janitorial Services
between
TIBH Industries, Inc.
with
Easter Seals – Central Texas Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes:

1.1 Increase available funding administratively in an amount not to exceed \$15,000 effective 01/12/2018.

2.0 The total contract amount is increased by \$15,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 03/09/2017 – 03/08/2018	\$24,620.00	\$24,620.00
Amendment No. 1: Administrative Increase 01/12/2018	\$15,000.00	\$39,620.00

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.

Signature & Date:

Abby Mark 1/12/2018

Printed Name: Abby Mark
Authorized Representative

TIBH Industries, Inc.
1011 East 53rd ½ Street
Austin, Texas 78751

Signature & Date:

Jonathan Daichau 1/12/2018

Jonathan Daichau
Procurement Specialist IV
City of Austin Purchasing Office

Lucas Wells 1-12-18

Printed Name: Lucas Wells
Authorized Representative

Easter Seals - Central Texas Inc.
8505 Cross Park Drive
Suite 120
Austin, Texas 78754

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TIBH INDUSTRIES, INC.
WITH
EASTER SEALS CENTRAL TEXAS, INC.
FOR
JANITORIAL SERVICES
MA 7500 NH170000001**

This Contract is made 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, TX 78751 which has assigned the performance of this Contract to Easter Seals Central Texas, Inc. ("Performing Party") to provide janitorial services for the Building Services Department (at frequencies and time frames specified in the Section 2, Scope of Work 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 Performing Party through the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Performing Party.** The Performing Party 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 Performing Party to perform services beyond those stated in the Scope of Work, the Contractor, Performing Party and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the Contractor.** The Contractor shall manage the Contract for the Performing Party and be responsible for all Terms and Conditions not detailed in the Scope of Work.

1.4 **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.

1.5 **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 Performing Party's Contract Manager for this engagement shall be Richard Fogelson, Phone: (512) 512-440-7819, Email Address: rfogelson@eastersealstx.org. The City's Contract Manager for the engagement shall be Eric Herman, Phone: (512) 974-3975, Email Address: eric.herman@austintexas.gov. The City and the Contractor and Performing Party resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor or Performing Party 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 shall perform each of the tasks as detailed in Exhibit A – Purchase Specifications and Exhibit B – Pricing Agreement attached hereto.

2.2.1 **Price Increases/Decreases.** Price increases are not applicable without prior approval of the City of Austin Purchasing Office. 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 Exhibit B for job description and monthly total cost. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$24,620 for all fees and expenses for the initial Contract term, and \$24,620 for each extension option for a total Contract amount not to exceed \$98,480. *L.W. AM.*

3.2 **Economic Price Adjustment.**

3.2.1. **Price Adjustments.** Prices shown in this Contract shall remain firm for the first twelve (12) month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2 **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2 If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100 %

Database Name: Producer Price Index	
Series ID: PCU56172-56172	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Janitorial Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **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 graded. 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.

3.4 **Invoices**

3.4.1 **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	Building Services
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.4.2 Time billed for labor shall be limited to hours actually worked at the work site.

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

3.4.4 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.

3.5 **Payment.**

3.5.1 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.

3.5.2 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.

3.5.3 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:

3.5.3.1 delivery of defective or non-conforming deliverables by the Contractor or Performing Party;

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

3.5.3.3 failure of the Contractor or Performing Party to pay Subcontractors, or for labor, materials or equipment;

3.5.3.4 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 or Performing Party;

3.5.3.5 reasonable evidence that the Contractor's or Performing Party'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;

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

3.5.3.7 failure of the Contractor or Performing Party to comply with any material provision of the Contract Documents.

3.5.4 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.

3.5.5 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.

3.6 **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.

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

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 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

3.7.1.2 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 the date executed by the City ("Effective Date") and shall remain in effect for a period of twelve (12) 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 designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor and Performing Party 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 complete the project (not to exceed 120 calendar days unless mutually agreed on 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 or Performing Party shall be in default under the Contract if the Contractor or Performing Party (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 or Performing Party, 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 or Performing Party, 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 and/or Performing Party on probation for a specified period of time within which the Contractor and/or Performing Party 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 or Performing Party has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor and/or Performing Party, the City may suspend or debar the Contractor and/or Performing Party in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor and/or Performing Party 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 and or Performing Party'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 and Performing Party 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 or Performing Party on any Offer or in any report or deliverable required to be submitted by the Contractor or Performing Party 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 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 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 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 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 hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor 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 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 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.

5.1.1.12 The Contractor 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 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 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 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.

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 days 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 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 days 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 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 days 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 Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. 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 practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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 and Performing Party warrant and represent 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 and Performing Party 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 or Performing Party 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 or Performing Party 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 acknowledge that they have satisfied themselves 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 release and hold 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 Workforce Security Clearance and Identification (ID).

7.3.1 Access to City buildings by the Contractor, Performing Party, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor and Performing Party shall submit a complete list of all persons requiring access to City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor or Performing Party personnel for reasonable cause. The City will notify the Contractor or Performing Party of any such denial no more than twenty (20) days after receipt of the Contractor's or Performing Party's submittal.

7.3.2 Where denial of access by a particular person may cause the Contractor or Performing Party to be unable to perform any portion of the work of the contract, the Contractor or Performing Party shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

7.3.3 Contractor or Performing Party personnel will be required to check in at the security desk if available or gain access through the use of a Contractor issued access badge from the responsible City department when entering or leaving a City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor or Performing Party personnel from the

worksite, without regard to Contractor and Performing Party's schedule. Security badges issued by a security desk may not be removed from the premises.

7.3.4 The Contractor and Performing Party shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

7.3.5 The Contractor and Performing Party shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

7.4 **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.

7.5 **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:

7.5.1 disposal of major assets;

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

7.5.3 any significant termination or addition of provider contracts;

7.5.4 the Contractor's or Performing Party'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;

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

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

7.5.7 known or anticipated sale, merger, or acquisition;

7.5.8 known, planned or anticipated stock sales;

7.5.9 any litigation against the Contractor or Performing Party; or

7.5.10 significant change in market share or product focus.

7.6 **Audits and Records.**

7.6.1 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 and Performing Party related to the performance under this Contract. The Contractor and Performing Party 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 and Performing Party are resolved, whichever is longer. The Contractor and Performing Party agree to refund to the City any overpayments disclosed by any such audit.

7.6.2 Records Retention:

7.6.2.1 Contractor and Performing Party is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor or Performing Party in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's and Performing Party's internal administration.

7.6.2.2 All Records are the property of the City. The Contractor nor the Performing Party may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.6.3 The Contractor and Performing Party shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.7 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor or 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.

7.8 Indemnity.

7.8.1 Definitions:

7.8.1.1 "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:

7.8.1.1.1 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;

7.8.1.1.2 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),

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

7.8.2 THE CONTRACTOR OR PERFORMING PARTY 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, THE PERFORMING PARTY, OR THE CONTRACTOR'S OR PERFORMING PARTY'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OR PERFORMING PARTY'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR OR PERFORMING PARTY (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.9 Claims. If any claim, demand, suit, or other action is asserted against the Contractor or Performing Party which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's or Performing Party's ability to perform thereunder, the Contractor or Performing Party shall give written notice thereof

to the City within ten (10) calendar days after receipt of notice by the Contractor or Performing Party. 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.

7.10 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: Jonathan Dalchau, 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, TX 78751

To the Performing Party:

Easter Seals – Central Texas, Inc.
ATTN: Richard Fogelson, Contract Manager
315 E. St. Elmo Dr.
Austin, TX 78745

7.11 Confidentiality. In order to provide the deliverables to the City, Contractor or Performing Party 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 and Performing Party acknowledge and agree 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 and Performing Party (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 or Performing Party promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor and Performing Party agrees to use protective measures no less stringent than the Contractor and Performing Party use within their own businesses to protect their 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.

7.12 Advertising. The Contractor and Performing Party 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.

7.13 No Contingent Fees. The Contractor and Performing Party warrant 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 and Performing Party 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 Performing Party, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 Gratuities. The City may, by written notice to the Contractor or Performing Party, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or Performing Party or any agent or representative of the Contractor or Performing Party 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 or Performing Party in providing such gratuities.

7.15 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 or Performing Party shall render the Contract voidable by the City.

7.16 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's and Performing Party's services shall be those of an independent contractor. The Contractor and Performing Party agree and understand that the Contract does not grant any rights or privileges established for employees of the City.

7.17 Assignment-Delegation. The Contract shall be binding upon and ensure 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.

7.18 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.

7.19 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.

7.20 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.

7.21 Dispute Resolution.

7.21.1 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.

7.21.2 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.

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

7.22.1 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.

7.22.2 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.**

7.22.3 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.

7.23 **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.

7.24 **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.

7.25 **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.

7.26 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.

7.27 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.

7.28 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:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

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

TIBH INDUSTRIES, INC.

By: Abby Mark
Signature

Name: Abby Mark
Printed Name

Title: Regional Marketing Manager

Date: 3/8/2017

CITY OF AUSTIN

By: [Signature]
Signature

Name: JONATHAN DALCHAU
Printed Name

Title: SENIOR BUYER SPECIALIST

Date: 3/9/2017

EASTER SEALS CENTRAL TEXAS, INC.

By: Lucas Wells
Signature

Name: Lucas Wells
Printed Name

Title: Chief Program Officer

Date: 3-7-17

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Pricing Agreement
Exhibit C	Non-Discrimination and Non-Retaliation Certification

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

1.0 SCOPE

This specification establishes the minimum requirements for a janitorial services contract for the City of Austin's (City):

- 1.1 Austin Public Health building, also known as AK Black St Johns Neighborhood Annex, or the Black Clinic Building ("AK Black"), located at 928 Blackson Avenue, Austin, TX 78752.
- 1.2 African American Cultural & Heritage Facility ("AACHF"), consisting of three buildings at one address, located at 912 E 11th St, Austin, TX 78702.
- 1.3 The City reserves the right to add additional locations and the right to allow other City Departments to utilize the Contract. Additional locations shall be priced according to Exhibit B – Pricing Agreement.
- 1.4 The Contractor shall perform services for additional locations to ensure continuity of coverage when a City Building Services Department janitorial employee is out on sick leave, FMLA, etc. Specific services required for these Emergency "Short Term" services may be added or removed to meet operational needs.
 - 1.4.1 The City will strive to provide at least 24-hour notice to the Contractor for an Emergency "Short Term" services request; however due to the nature of these services, service requests may be provided with less notice.
 - 1.4.2 The schedule of work hours for completing Emergency "Short Term" service requirements will be provided by the Contract Administrator at the time of request. Work hours will be between 5:00 a.m. – 9:00 p.m. Monday – Friday, except for City recognized holidays.
 - 1.4.3 The City may request services for one – five business days in a row, depending on needs.
 - 1.4.4 The City shall provide a City employee teammate to Contractor employees on site for Emergency "Short Term" services to assist with direction.
 - 1.4.5 Contractor's Emergency "Short Term" employees shall provide Level 1 – Daily Requirements as described in Section 3.2.

2.0 SERVICE REQUIREMENTS

- 2.1 The janitorial services shall be provided as noted in Section 2.4. Each Visit (Section 3.1) services shall be performed on the evening following each workday, unless previously coordinated with the Building Contact Person and the Contract Administrator.
- 2.2 Services may not be required on City recognized holidays (see City of Austin Standard Purchase Terms and Conditions). 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.).
- 2.3 The Contractor shall provide all labor, materials, supplies and equipment, including but not limited to toilet paper, hand soap, seat covers and paper towels to stock the location.
 - 2.3.1 Materials/supplies for AK Black and the AACHF sites each shall include:
 - 2.3.1.1 Hand Soap x 1 each per week x 52 weeks = Total 52 – additional \$11.71 each
 - 2.3.1.2 Toilet Paper Jumbo Rolls x 3 rolls per week x 52 weeks = Total 156 – additional \$2.39 roll
 - 2.3.1.3 Paper Towels Roll x 3 rolls per week x 52 weeks = Total 156 – additional \$6.94 roll

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

2.3.1.4 Seat Covers Pack x 1 pack per week x 52 weeks = Total 52 – additional \$24.36 pack

- 2.4 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>
2.4.1	AK Black	Monday- Friday	5:00 PM – 9:00 PM
2.4.2	AACHF	Monday- Friday	5:00 PM – 9:00 PM

Contractor shall make every effort to not interfere with the normal work of the location's workers.

- 2.5 The Contractor 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 Contractor's expense. Failure to make every effort to provide suitable equipment for carrying out all requirements of this contract will be grounds for termination of the contract.
- 2.6 Materials and supplies used by the Contractor shall conform to the requirements listed in this specification. No material shall be used that shall damage floors, floor covering, toilet fixture, woodwork, painted surfaces, furniture, or which shall 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 Contractor shall submit a Safety Data Sheet (SDS) for each material to be used in providing the cleaning service.
- 2.7 The Contractor is required to submit a list prior to the first date of service 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. Chemicals and disinfectants shall comply with Green Seal certification.

3.0 SERVICE LEVELS

- 3.1 There are six levels of service for this janitorial contract. The six levels of Service are:
- 3.1.1 Each Visit/Daily Requirement - requires that services be provided to the locations listed in Section 2.0 every day of the work week that the building is in operation.
 - 3.1.2 Weekly Service Requirement - requires these services be performed a minimum of once a week, every week.
 - 3.1.3 Monthly Service Requirement - requires these services be performed a minimum of once a month, every month.
 - 3.1.4 Quarterly Requirement- services to be performed a minimum of once every three months.
 - 3.1.5 Semiannually Requirement - services to be performed a minimum once within a six-month period, during the contract period.
 - 3.1.6 Annual Service Requirements - services to be performed a minimum of once a year during the contract period.

Services are further clarified in Attachment A and Attachment B, hereby incorporated by reference.

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

3.2 Level 1 - Daily Requirements

- 3.2.1 Empty and clean trash receptacles. Contractor is to use disposable plastic liners.
- 3.2.2 Remove all waste from building and place in City provided containers for disposal.
- 3.2.3 All floors must be cleaned, dust-mopped, and damp mopped.
- 3.2.4 All area rugs and/or carpeted floors vacuumed and spot cleaned to remove all stains and debris.
- 3.2.5 Restrooms and Kitchen Areas:
 - 3.2.5.1 Clean floors with detergent and germicidal additive.
 - 3.2.5.2 Mirrors washed.
 - 3.2.5.3 Wash basins and countertops washed and wiped dry.
 - 3.2.5.4 Walls and Doors wiped clean.
 - 3.2.5.5 Stall dividers dusted and wiped clean.
 - 3.2.5.6 Clean lights and switches.
 - 3.2.5.7 Refill towel cabinets, tissue dispensers, soap dispensers, deodorant dispensers, as necessary.
 - 3.2.5.8 Empty and clean trash receptacles, replace liners as required.
 - 3.2.5.9 Clean cabinets, ducts and air vents.
- 3.2.6 Clean, sanitize, and dry shine drinking fountain(s).
- 3.2.7 Clean exterior glass doors both inside and outside, no streaking. (See section- Definition of Terms & Standards)
- 3.2.8 Spot clean all entryways and plate glass windows. (See section- Definition of Terms & Standards)
- 3.2.9 Sweep and damp-mop entrance and exit areas.
- 3.2.10 Remove debris in and around entryways, stairwells, and the location's elevator and each building's perimeter. (See section- Definition of Terms & Standards)

3.3 Level 2 - Weekly Requirements

- 3.3.1 All flat or horizontal surfaces to be dusted and polished. Paperwork not to be disturbed. Desks shall not be dusted unless requested by user.
- 3.3.2 Clean all exposed parts of air conditioning vents, with a fungicide.
- 3.3.3 Clean glass partitions, both sides.
- 3.3.4 Clean all floors, apply finish and bring to lustrous appearance and wet-mop as required to maintain good appearance.
- 3.3.5 Dust all woodwork, including baseboards, chairs, ledges, and file cabinets.
- 3.3.6 Clean entryway glass and plate windows. (See definition above)

3.4 Level 3 - Monthly Requirements

- 3.4.1 Dust Venetian blinds.

3.5 Level 4 - Quarterly Requirements

- 3.5.1 Steam clean, shampoo, and disinfect carpets.
- 3.5.2 Burnish/high speed buff all resilient tile floors.

3.6 Level 5 - Semiannual Requirements

- 3.6.1 Clean all walls.
- 3.6.2 Scrub all resilient tile floors to remove wax/dirt build-up.
- 3.6.3 Dust or vacuum all wall surfaces.
- 3.6.4 Wash exterior windows, both inside and outside.

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

3.6.5 Clean and disinfect blinds.

3.7 Level 6 - Annual Requirements

3.7.1 Strip and wax hard surfaced floors (Non-resilient tile).

3.8 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.

3.9 Facility Log Book

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

3.10 Contractor Quality Control Program (CQCP)

The Contractor 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:

- 3.10.1 An inspection system which is tailored to the specific facility and which covers all services stated in the specifications.
- 3.10.2 The Contractor shall devise an appropriate inspection checklist.
- 3.10.3 The checklist shall be signed and dated to indicate the time that the inspection was completed.
- 3.10.4 It is not permissible for the person who performs the work to inspect and accept the work.
- 3.10.5 Inspections are to be performed weekly on a randomly selected day.
- 3.10.6 Discrepancies that are noted shall indicate the time and the date that the discrepancy shall be corrected.
- 3.10.7 The completed, signed and dated checklists shall be submitted to the Building Contact Person at the end of each week for review and comment, if necessary.
- 3.10.8 The Contractor shall provide to the Contract Administrator and Building Contact Person(s) a list of Contractor Supervisors authorized to inspect and sign the checklist.
- 3.10.9 The fact that the inspection is required on a weekly basis does not relieve the Contractor from performing additional inspections, if deemed necessary.

3.11 Light, Water and Electricity

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

4.0 VENDOR QUALIFICATIONS AND VENDOR EMPLOYEE REQUIREMENTS

- 4.1 The Contractor shall employ only qualified supervisory personnel and workers skilled in the performance of cleaning services. Contractor employees who, in the opinion of the Contract

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

Administrator, do not possess the skills and experience required in the specifications shall be immediately replaced.

- 4.2 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.
- 4.3 The Contractor shall maintain an adequate number of employees and/or crews to satisfactorily perform the required services at each location within the hours listed herein.
- 4.4 City of Austin shall have the right to require the Contractor to remove from the premises covered by this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the City of Austin. Any person removed under this clause shall not be re-employed on City of Austin premises without written consent of the City. Only employees of the Contractor shall be permitted on the premises during the execution of the duties described in these specifications.
- 4.5 Contractor 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.
- 4.6 Contractor shall designate a responsible representative or representatives in charge of work who shall be at the work location during all hours worked by the Contractor's personnel. Management personnel of the Contractor shall be required to contact the Contract Administrator and Building Contact Person monthly for review and inspection of work performed.
- 4.7 All Contractor employees assigned to clean the Investigations office located at AK Black shall be required to pass a criminal background check conducted by Austin Public Health Investigators prior to being allowed on the premises. Any changes in cleaning personnel for this location must be reported to the Contract Administrator.

5.0 DAMAGES

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

6.0 SAFETY PRECAUTIONS

The Contractor 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. Contractor employees shall be required to interrupt their work, as necessary, to allow passage of traffic through corridors.

7.0 DEFINITION OF TERMS AND STANDARDS

- 7.1 Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint, and cobwebs.
- 7.2 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.

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

- 7.3 Sweeping - A properly swept or dust-mopped floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit.
- 7.4 Cleaning and Finishing (Waxed) Floors - A satisfactorily cleaned and finished (waxed) floor is without dirt, dust, marks, film, streaks, debris, and standing water.
- 7.5 Appearance of Floor Requiring Application of Floor Finish (Wax) - All areas requiring a floor finish shall be maintained in a manner and by methods providing for gloss-like appearance, removal of surface dirt, and shall have a uniform appearance.
- 7.6 Removal of Floor Finish Material - Removal of hard floor finish material is accomplished when surfaces have all finish (Wax) removed down to the flooring material; floors left free of dust, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow finish removal operation immediately.
- 7.7 Carpeted Floors - A satisfactorily vacuumed carpet or floor shall be one free of all dirt, staples, dust, grit, and lint. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas shall be thoroughly vacuumed with a machine that has adequate suction to lift the dirt and residue from the base of the rug nap (3.5 amps or greater). All spots shall be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution should be used that shall not stain or discolor the carpet, nor produce shrinking.
- 7.8 Glass - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
- 7.9 High Dusting - High dusting is meant to include exposed pipes, walls, furniture, and other items not normally included in regular cleaning procedures.
- 7.10 Wastebaskets - Wastebaskets shall be considered properly cleaned when they are emptied, cleaned and new plastic bags (not soiled or torn) are inserted in the wastebaskets.
- 7.11 Furniture and Composition Desk Top Cleaning - Furniture and desk tops shall be considered properly cleaned when the surface is without dirt and dust marks, film, and when a properly applied finish has been restored to the furniture.
- 7.12 Cleaning Entry Way Plate Glass - Involves cleaning all plate glass, inside and outside, that is within a defined boundary of the entrance door.
- 7.13 Removal of debris from Entrances and Building Perimeter - Pick-up and dispose of all trash within 10 feet of the building perimeter.

8.0 SECURITY

The Contractor shall ensure that all employees are thoroughly knowledgeable in the operation of building security/access systems. Any expenses to the City due to security negligence on the part of the Contractor/Employees shall be charged to the Contractor.

One (1) key for each location will be provided to the Contractor. No duplicate keys will be allowed. The Contractor shall be responsible for the security of the keys. Keys shall be returned to the Building Contact Person at the end of the contract term.

9.0 OMISSIONS

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

It is the intent of this specification to acquire complete janitorial services for the City of Austin locations identified in Section 2.0. Any services that the City realizes have been omitted from this specification, which are clearly necessary, or in conformance with normal custodial practices for the complete maintenance of the facility shall be considered a requirement although not directly specified or called for in the specification.

10.0 CONTACTS

Contract Administrator

Eric Herman
Public Service Manager
Building Services Department
City of Austin
512-974-3975
Eric.Herman@austintexas.gov

Building Contact Person – AK Black

Adrienne Sturup
Program Manager
Austin Public Health
512-972-5167
Adrienne.Sturup@austintexas.gov

Building Contact Person - AACHF

Sylvia Holt Rabb
Assistant Director
Economic Development Department
City of Austin
512-974-3131
Sylvia.Holt-Rabb@austintexas.gov

Janitorial Scope of Work - Evening Services

Blackson Ave.

ALL CLEANING SUPPLIES AND PAPER PRODUCTS ARE REQUIRED FOR THIS SERVICE.

Clean All Offices

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust/ Wipe Office Furniture (Do not remove any items. Please wipe around on as needed basis)		X				
Empty Trash / Garbage Cans	X					
Spot clean carpet and hard surface floors as necessary		X				
Clean Interior of Windows	X			X		Spot clean as needed
						Spot clean as needed
Polish and Buff all hard surface floors to present a glossy and well maintained appearance.		X				Spot clean as needed
Strip / Wax / Buff hard surface floors. To be completed semi-annually.					X	September & March
Steam / Scotch Guard Carpet and any Rugs. To be completed semi-annually.					X	September & March
Dust and clean vents				X		Spot Clean as needed

Clean All Restrooms

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Clean and Disinfect Toilets and Urinals	X					
Clean and Disinfect Sinks and Countertops	X					
Clean and Sanitize Bathroom Fixtures	X					
Clean, Sanitize and Replenish All Bathroom Dispensers	X					
Wet Mop and Disinfect Restroom Floor (after sweeping)	X					
Empty Trash / Garbage Cans (including recycling bins)	X					
Check and Replace Automatic Deodorizer as necessary	NA	NA	NA	NA	NA	
Spot clean carpet and hard surface floors as necessary and baseboards		X				
Clean Interior of Windows				X		Spot Clean as needed
Polish and Buff all hard surface floors to present a glossy and well maintained appearance				X		
Strip / Wax / Buff all hard surface floors. To be completed semi-annually.					X	September & March
Clean all partitions	X					
Clean Mirrors	X					

Clean Reception Areas and Lobby Areas

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					Spot clean as needed
Dust / Wipe Office Furniture (Do not remove items off desk)		X				
Clean & disinfect receptionist/ clerical sliding glass. All glassed door entrances/ sliding doors	X					

JANITORIAL SCOPE OF WORK - EVENING SERVICES

Janitorial Scope of Work - Evening Services

Facility Square Footage: 3,500

Empty Trash / Garbage Cans (including recycling bins)	X						
Clean Interior of Windows	X						Spot clean as needed
							Spot clean as needed
Check and Replace Automatic Deodorizer as necessary	NA	NA	NA	NA	NA	NA	
Spot clean carpet and all hard surface floors as necessary	X						
Polish and Buff all hard surface floors to present a glossy and well maintained appearance		AS NEEDED					
Strip / Wax / Buff all hard surface floors in Lobby. To be completed quarterly.						X	September, December, March, June
Steam / Scotch Guard Carpet and any Rugs. To be completed semi-annually.						X	September & March
Sweep + clean entry ways	X						

7.13 Removal of debris from Entrances and Building Perimeter - Pick-up and dispose of all trash within 10 feet of the building perimeter.

X

TOTAL COST \$10,560

Revised Addition \$1,300

REVISED TOTAL \$11,860

ATTACHMENT B

JANITORIAL QUOTE – EVENING SERVICES

African American Cultural & Heritage Facility
912 E 11th Street, Austin, TX 78702

DATE: 12 / 13 / 2016

APPROXIMATE SQ FT: 3,500

CLEAN ALL OFFICES

TASK	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	COMMENTS
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust/Wipe Office Furniture (DO NOT remove any items. Please wipe around as needed)		X				
Empty Trash/Garbage Cans	X					
Spot clean carpet and hard surface floors as necessary		X				
Clean Interior of Windows	X					
Polish and Buff all hard surface floors to present a glossy and well maintained appearance						As needed/requested on separate bid
Strip/Wax/Buff hard surface floors. To be completed Semi-Annually					X	
Steam/Scotch Guard Carpet and any Rugs. To be completed semi-annually						As needed/requested on separate bid
Dust and clean vents				X		

CLEAN ALL RESTROOMS

TASK	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	COMMENTS
Clean and Disinfect Toilets and Urinals	X					
Clean and Disinfect Sinks and Countertops	X					
Clean and Sanitize Bathroom Fixtures	X					
Clean, Sanitize, and Replenish All Bathroom Dispensers	X					
Wet Mop and Disinfect Restroom Floor (after sweeping)	X					
Empty Trash/Garbage Cans (including recycling bins)	X					
Spot clean carpet and hard surface floors as necessary and baseboards		X				

7.13 Removal of debris from Entrances and Building Perimeter - Pick-up and dispose of all trash within 10 feet of the building perimeter.

X

Clean Interior of Windows				X		
Polish and Buff all hard surface floors to present a glossy and well maintained appearance						As needed/requested on separate bid
Strip/Wax/Buff hard surface floors in Lobby. To be completed Quarterly					X	
Clean All Partitions	X					
Clean Mirrors	X					
CLEAN RECEPTION AND LOBBY AREAS						
TASK	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	COMMENTS
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust/Wipe Office Furniture (DO NOT REMOVE ANY ITEMS. PLEASE WIPE AROUND AS NEEDED)		X				
Clean and Disinfect receptionist/clerical sliding-glass. All glassed door entrances/sliding doors	X					
Empty Trash/Garbage Cans (including recycling bins)	X					
Clean Interior of Windows	X					
Spot clean carpet and hard surface floors as necessary and baseboards	X					
Polish and Buff all hard surface floors to present a glossy and well maintained appearance						As needed/requested on separate bid
Strip/Wax/Buff hard surface floors in Lobby. To be completed Quarterly					X	
Steam/Scotch Guard Carpet and any Rugs. To be completed semi-annually						As needed/requested on separate bid
Sweep and Clean Entryways	X					

Paper Product limited to following quantities:

Hand Soap = 1 ea/wk x 52 wks = 52 Total Bags/Bottles

TP Jumbo = 3 ea/wk x 52 wks = 156 Total Rolls

If additional quantities required at these additional rates:

Hand Soap = 1 each \$11.71

TP Jumbo = 1 roll \$2.39

TOTAL COST

\$9,960

Paper Towels = 3ea/wk x 52 wks = 156 Total

Seat Covers = 1 pk/wk x 52 wks = 52 Total Packs

Revised Addition \$1,300.

REVISED TOTAL \$11,260

Paper Towels = 1 roll \$6.94

Seat Covers = 1 pack \$24.36

**EXHIBIT B - PRICING AGREEMENT
CITY OF AUSTIN ("CITY")
JANITORIAL SERVICES**

SECTION 1 - ANNUAL FEE

The quantities listed are estimates. The City reserves the right to purchase more or less than the quantities listed.

LINE ITEM	LOCATION	FREQUENCY OF VISITS/MONTH	TOTAL COST PER MONTH	TOTAL COST PER YEAR (MONTHLY COST * 12)
1.1	AK BLACK - 928 Blackson Avenue, Austin, TX 78752	Monday - Friday	\$988.33	\$ 11,860.00
1.2	AACHF - 912 E 11th Street, Austin, TX 78702	Monday - Friday	\$938.33	\$ 11,260.00

SECTION 2 - ADDITIONAL LOCATIONS

LINE ITEM	LOCATION	SQUARE FEET	FREQUENCY OF VISITS/MONTH	PRICE PER SQUARE FOOT PER MONTH	TOTAL COST PER MONTH	TOTAL COST PER YEAR (MONTHLY COST * 12)
2.1	TBD	TBD	Monday - Friday	\$3.75	TBD	TBD

SECTION 3 - EMERGENCY/TEMPORARY SERVICES

LINE ITEM	DESCRIPTION	UNIT	UNIT PRICE
3.1	HOURLY RATE PER PERSON FOR EMERGENCY/TEMPORARY CUSTODIAL SERVICES	HOURLY	\$15.00

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

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

Dated this 7 day of March, 2017

CONTRACTOR
Authorized
Signature

Title

Easter Seals Central Texas
Lucas Wolf
Chief Program Officer

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

EXHIBIT C

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR
Authorized
Signature

Title

TIBH Industries, Inc.
Abby Mark
Regional Marketing Manager



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 11/22/2016

DEPT: Building Services

TO: Purchasing Officer or Designee

FROM: Taylor Youngblood, Contract Administrator

BUYER: Jonathan Dalchau

PHONE: (512) 974-3519

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☒ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

TIBH via Easter Seals will provide custodial services at the Austin Public Health's St. Johns Neighborhood Annex, the Black Clinic Building, located at 928 Blackson Ave; the African American Cultural Heritage Facility located at 912 E 11th St.; with the option to add additional locations for recurring service; and the option for emergency "short term" services to provide coverage for BSD employees out on sick leave. The contract will be managed by Building Services Department. TIBH will provide all equipment, fuel, maintenance, supplies and labor to complete the work covered under this contract.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

TIBH is certified by the State Legislature to provide products and services to the State of Texas and its political subdivisions in compliance with Chapter 122, Title 8, Human Resources Code.

Fair market prices are established by the Texas Committee on Purchases of Products and Services of Blind and Severely Disabled Persons.

BSD has partnered with TIBH for various services for over 10 years.

BSD is requesting a Master Agreement for the following:

The Black Clinic Building \$10,560.00 per year

African American Cultural Heritage Facility \$9,960.00 per year

Emergency "Short Term" estimated at \$1,500.00 per year

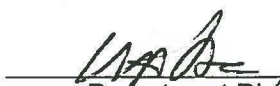
Four years at the above listed rates will total: \$88,080.00.


6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with TIBH INDUSTRIES, INC. (TEX4818500) which will cost approximately \$ 88,080.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification


 1-10-17
Originator Date

Approved
Certification

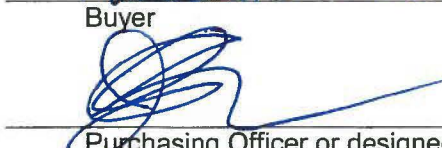
 1-10-17
Department Director or designee Date

 1/23/17
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

 1/27/17 JD
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

 2/14/2017
Purchasing Officer or designee Date

02/26/2013