



Amendment No. 3
to
Contract No. NS170000027
for
Renewal of Green Seal Certification
between
Green Seal, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 6, 2020 through April 5, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$7,293.04 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/06/2017 – 04/05/2018	\$7,800.00	\$7,800.00
Amendment No. 1: Option 1 – Extension 04/06/2018 – 04/05/2019	\$6,616.00	\$14,416.00
Amendment No. 2: Option 2 – Extension 04/06/2019 – 04/05/2020	\$8,445.75	\$22,861.75
Amendment No. 3: Option 3 – Extension 04/06/2020 – 04/05/2021	\$7,293.04	\$30,154.79

- 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: Douglas Gatlin

12/12/2019

Sign/Date: [Signature] 1/13/2020

Printed Name: Douglas Gatlin
Authorized Representative

Green Seal, Inc.
1001 Connecticut Avenue, Suite 827
Washington, D.C. 20036
(202) 872-6400
dgatlin@greenseal.org

Brenita Selement
Procurement Specialist II

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



Amendment No. 2
to
Contract No. NS170000027
for
Renewal of Green Seal Certification
between
Green Seal, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 6, 2019 through April 5, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$8,445.75 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/06/2017 – 04/05/2018	\$7,800.00	\$7,800.00
Amendment No. 1: Option 1 – Extension 04/06/2018 – 04/05/2019	\$6,616.00	\$14,416.00
Amendment No. 2: Option 2 – Extension 04/06/2019 – 04/05/2020	\$8,445.75	\$22,861.75

- 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: Jeff Kuziemko 2-25-19

Printed Name: Jeff Kuziemko
Authorized Representative

Green Seal, Inc.
1001 Connecticut Avenue, Suite 827
Washington, D.C. 20036
(202) 872-6400
mmasho@greenseal.org

Sign/Date: Mike Zambrano, Jr. 2-27-19

Mike Zambrano, Jr.
Contract Management Specialist III

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



Amendment No.1
to
Contract No. NS170000027
for
Renewal of Green Seal Certification
between
Green Seal Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. This extension option will be effective April 6, 2018, through April 5, 2019. Three options remain.
- 2.0 The total Contract amount is increased by \$6,615.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/06/2017 - 04/05/2018	\$7,800.00	\$7,800.00
Amendment No. 1: Option 1 04/06/2018 - 04/05/2019	\$6,616.00	\$14,416.00

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

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

Signature:

Printed Name: **DOUG GATLIN, CEO**
Authorized Representative

Signature:

Beatrice Washington, Contract Management Specialist III
City of Austin
Purchasing Office

Green Seal Inc.
1001 Connecticut Ave, NW, Suite 827
Washington, DC 20036



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 6, 2017

Green Seal, Inc.
Arthur B. Weissman
President & CEO
1001 Connecticut Avenue NW, Suite 827
Washington, DC 20036

Dear Mr. Weissman:

The City of Austin approved the execution of a contract with your company for Renewal of Green Seal Certification in accordance with the referenced solicitation.

Responsible Department:	Building Services
Department Contact Person:	Eric Herman
Department Contact Email Address:	eric.herman@austintexas.gov
Department Contact Telephone:	512-974-3975
Project Name:	Renewal of Green Seal Certification
Contractor Name:	Green Seal, Inc.
Contract Number:	NS170000027
Contract Period:	04/06/17 – 04/05/18
Dollar Amount	\$7,800 for initial 12-month term, \$39,311.48 over 60 months
Extension Options:	4 12-month
Solicitation Type & Number:	Professional Services

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

John Hilbun
Contract Administrator Corporate
City of Austin
Purchasing Office

cc: Eric Herman, Building Services

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Green Seal, Inc.
For
Renewal of Green Seal Certification
MA 7500 NS170000027**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Green Seal, Inc. ("Contractor"), having offices at 1001 Connecticut Avenue NW, Suite 827, Washington, DC 20036.

The City's Building Services Division seeks to renew its Green Seal certification (to the GS-42 cleaning standard) for the application of the methods, equipment, chemicals, training, and procedures of BSD's custodial operation, including but not limited to: floor care, equipment care and maintenance, inventory control, entryway matting, disinfection, restroom care, break room and kitchen care, recycling and trash collection, communications, microfiber cleaning and sensitivity to vulnerable populations.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

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

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

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

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Arthur B. Weissman, Phone: (202) 872-6400, Email Address: kdanaher@greenseal.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 resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

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

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

2.2.1 Contractor shall conduct annual evaluation, certification, and follow-up compliance monitoring to maintain the GS-42 Green Seal certification according to Exhibit D - Green Seal GS-42 Standard for Commercial and Institutional Cleaning and Certification Checklist. Scheduling of visits shall be mutually agreed upon between the City and the Contractor.

2.2.2 Contractor shall provide an annual report upon completion of the annual evaluation.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$7,800.00 for the initial term of the contract (2017), an amount not-to-exceed \$6,615.00 for the first extension option (2018), an amount not-to-exceed \$8,445.75 for the second extension option (2019), an amount not-to-exceed \$7,293.04 for the third extension option (2020), and an amount not-to-exceed \$9,157.69 for the fourth extension option (2021), for a total amount not-to-exceed \$39,311.48 for all fees and expenses.

<u>Year</u>	<u>Compliance Monitoring Fee Per Year with 5% Escalation</u>	<u>Compliance Monitoring Fee with Max Travel Fee</u>
<u>Mar 2017 – Green Seal Monitoring GS-42 Certification, 2017</u>	<u>\$6,300.00</u>	<u>\$7,800.00</u>
<u>Mar 2018 – Green Seal Monitoring GS-42 Certification, 2018</u>	<u>\$6,615.00</u>	<u>\$6,615.00</u>
<u>Mar 2019 – Green Seal Monitoring GS-42 Certification, 2018</u>	<u>\$6,945.75</u>	<u>\$8,445.75</u>
<u>Mar 2020 – Green Seal Monitoring GS-42 Certification, 2018</u>	<u>\$7,293.04</u>	<u>\$7,293.04</u>
<u>Mar 2021 – Green Seal Monitoring GS-42 Certification, 2018</u>	<u>\$7,657.69</u>	<u>\$9,157.69</u>
<u>Five Year Contract Total:</u>		<u>\$39,311.48</u>

3.2 **Invoices.**

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

	City of Austin
Department	Building Services
Attn:	Finance
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

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

3.2.4 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.

3.3 **Payment.**

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

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

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

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

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

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

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

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

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

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

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

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

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

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges

may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 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

3.6.1.2 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.** The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or 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 shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

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

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

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

SECTION 5. OTHER DELIVERABLES

5.1 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.

5.1.2 **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.

5.2 **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 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.

5.3 Delays.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor 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 shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor 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 from delaying the delivery as notified.

5.3.2 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.

5.4 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.4.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the

City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.4.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

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

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

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

SECTION 7. MISCELLANEOUS

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

7.2 Workforce.

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

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its 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 shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

7.4.1 disposal of major assets;

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

7.4.3 any significant termination or addition of provider contracts;

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

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

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

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

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

7.5.2 Records Retention:

7.5.2.1 Contractor 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 in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor 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.

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

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor 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 will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

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

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

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

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

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

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

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

To the City:

City of Austin, Purchasing Office

ATTN: John Hilbun, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Green Seal, Inc.

ATTN: Arthur B. Weissman, President & CEO

1001 Connecticut Avenue NW, Suite 827,

Washington, DC 20036

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

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

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

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

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

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

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

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

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

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

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior

level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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

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

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

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

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

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

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.

GREEN SEAL, INC.

By: 
Signature

Name: Arthur B. Weissman, Ph.D.
Printed Name

Title: President & CEO

Date: March 31, 2017

CITY OF AUSTIN

By: 
Signature

Name: JOHN HILBURN
Printed Name

Title: CONTRACT ADMINISTRATOR CORPORATE

Date: 03/31/17

List of Exhibits

Exhibit A	Green Seal, Inc. Sole Source letter, dated 02/15/17
Exhibit B	Non-Discrimination and Non-Retaliation Certification
Exhibit C	Non-Suspension or Debarment Certification
Exhibit D	Green Seal GS-42 Standard for Commercial and Institutional Cleaning and Certification Checklist



To: Eric Herman, Public Service Manager
Taylor Youngblood, Contract Administrator

Date: February 15, 2017

This letter provides information regarding the endorsements listed in the attached checklist in support of the City of Austin's application to Green Seal for certification of its cleaning service.

- 1) Green Seal's current General, Automobile, and Workers Compensation policies meet or exceed all of the minimum coverage requirements for the City of Austin.
- 2) It is not feasible for Green Seal to add the City as an additional insured. The reasoning behind this is that Green Seal is a non-profit third-party certification organization and not a conventional supplier/vendor. With the thousands of companies and purchasers with whom we work, it would be cumbersome, impractical, and cost prohibitive to modify our policies for each and every client. Most of the evaluation for certification involves a desk review of your required documentation, and the only potentially risky part of the evaluation process is the actual on-site audit of the facilities being cleaned using the City's green cleaning program. During the audit process (which usually lasts only a few hours), the professional auditor will be accompanied by City of Austin staff and they will not venture out on their own.
- 3) The justification for Green Seal as a sole source for review/audit/certification of services for the Building Services Department of the City of Austin is:

Green Seal-

- We comply with ISO 14020 (Principles of Environmental Labeling) and ISO 14024 (Principles and Procedures for Type I Eco-labels) requirements
- We are a member of the Global Ecolabelling Network (GEN)
- We meet US EPA Guidelines for 3rd-Party Certifiers
- We meets Consumers Union criteria for What Makes a Good Eco-label
- We comply with the FTC Green Guides for Environmental Marketing Claims
- We were the originator and developer of the GS-42 standard, which is copyrighted (all rights reserved), and we hold long-standing trademarks in the United States on both the Green Seal name and logo. No other organizations are authorized to provide certification to our standards.

Green Seal is a non-profit, 501(c)(3) organization that uses science-based programs to empower consumers, purchasers, and companies to create a more sustainable world. Since 1989 Green Seal has been widely cited, referenced, and preferred as one of the leading Type I ecolabels in the world.

Green Seal's GS-42 Standard is the premier standard/certification in the country for commercial cleaning for health and the environment.

HEADQUARTERS

1001 Connecticut Ave NW, Ste 827
Washington, DC 20036-5525

SOUTHEAST OFFICE

374 Siouan Drive
Lexington, NC 27295-8571

MIDWEST OFFICE

517 North Segoe Road, Ste 211
Madison, WI 53705-3172

- 4) With an annual Housekeeping budget of \$3.4M, the City of Austin falls under Tier II of the Green Seal fee schedule. The fees for GS-42 Certification for the City of Austin Building Services Department will be as follows:

Evaluation Fee:	\$7,000	Received June 25, 2013.
Monitoring Fee:	\$6,000 ¹	Due on or before anniversary date of certification and billed yearly thereafter

Out-of-pocket travel expenses for auditor: *charged at actual cost where on-site audit is required*. The cost for the actual audit is included in the Evaluation fee. The City will be charged (at actual cost) for the travel expenses of the auditor. Most likely these expenses will be no more than \$1,500, depending on the location of the auditor and the time required.

- 5) The "Notice to Client," and Marketing Contact for the City of Austin shall be:

Eric Herman
Public Service Manager
City of Austin
Building Services Department
P.O. Box 1088
Austin, TX 78767
Eric.herman@austintexas.gov

The Billing Contact for the City of Austin shall be:

Taylor Youngblood
Contract Administrator
City of Austin, Building Service Dept.
P.O. Box 1088
Austin, TX 78767
512-974-3519
512-974-3961
BSDAPInvoices@austintexas.gov

We hope that this provides the necessary information for completing the City's application for certification.

Sincerely,



Arthur B. Weissman
President & CEO

¹ The compliance monitoring fee will escalate annually at the lesser of 5% or the Consumer Price Index for All Urban Consumers (CPI-U) "all items" percentage as of the anniversary month.

EXHIBIT B
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 31st day of March, 2017

CONTRACTOR
Authorized
Signature

Title

Green Seal, Inc.



Arthur B. Weissman, Ph.D.
President & CEO

EXHIBIT C

City of Austin, Texas

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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Dated this 31st day of March, 2017

CONTRACTOR

Green Seal, Inc.

Authorized
Signature



Title

Arthur B. Weissman, Ph.D
President & CEO

GREEN SEAL CERTIFICATION CHECKLIST¹

Standard Number: GS-42 Edition 2.2 (May 15, 2015)

Standard Title: Commercial and Institutional Cleaning Services

A. SERVICE PROVIDER INFORMATION:	
Provider Contact & Title:	
Address:	
State/Province:	
Zip/Postal Code:	
Country:	

B. REPRESENTATIVE INFORMATION:	
Name:	
Signature:	
Visit Date:	
Time In:	
Time Out:	

Notes:

¹ This document does not replace the standard as the source of information and requirements for certification. Please refer to the complete Green Seal Standard for Commercial and Institutional Cleaning Services, GS-42, for additional details. See the GS-42 standard, Annex A, for definition of italicized terms.

1.0

1.1 Organization, Account Information and Regulatory Compliance	Y	N	NA	Notes
1.2 Have the service provider provide an organization chart. The chart must describe the key relationships between:				
• Service procedure development				
• Product and Equipment procurement				
• Quality control				
• Environment and safety				
NOTE: Green Seal requires written notifications from service provider regarding any changes to the certified cleaning service products, equipment or procedures.				
1.3 Have the service provider provide information on: - number of employees - number of clients serviced				
1.4 Have the service provider provide a list of all clients currently being serviced with the “green” service option, including the following information: - client name and address - client contact person (phone, fax, email)				
1.5 Have the service provider provide a statement that it has not violated any applicable environmental regulations in the past six months.				
1.6 Have the service provider identify the environmental compliance personnel and/or provide description of environmental compliance program.				

2.0 OPERATIONS

2.1 Building-Specific Cleaning Plans. The <i>cleaning service</i> shall have a written cleaning plan for each building. ²				
Do Standard Operating Procedures address the following requirements:	Y	N	NA	NOTES
• cleaning and waste collection (Sections 2.2, 2.3, 2.4)				
• handling, tracking, and storage of cleaning products (Sections 2.6.1, 4.4)				
• equipment operation procedures and maintenance (Sections 2.3.3, 2.6.2)				
• waste disposal (Sections 2.4, 2.6.3)				
• communications with management and occupants of the building (Section 3.2)				
Does the SOP include Schedules for the following:	Y	N	NA	NOTES
• routine cleaning operations, detailing the minimum frequency required for each (Section 2.2 and all other areas to be cleaned)				
• activities performed periodically (Section 2.2)				
• equipment maintenance (Section 2.6.2)				
Does the SOP include details that are specific to each building including:	Y	N	NA	NOTES
• contact people, contact information, location of resources and rooms for use by cleaning personnel				
• vulnerable populations: their location, vulnerability, and measures to be taken (Section 2.5)				
• seasonal changes to the building operations (e.g., school closings)				
• indoor sources of contaminants or pollution ³				
• potentially hazardous materials, fixtures, and infrastructure ⁴				
• areas with special concerns ⁵				
• schedule of cleaning and maintenance operations				

² This written plan is intended to describe how the general procedures are to be implemented at each site. General procedures and site-specific information may be included directly or by reference, and may be combined as best fits the needs of the cleaning service.

³ Both temporary and permanent sources, e.g., building renovations, indoor plants, and new carpet installations.

⁴ e.g., floors containing asbestos, paint containing lead, or other hazards identified by OSHA.

⁵ e.g., high traffic areas, laboratories, those with inadequate ventilation, poor lighting, or restricted access, and historical structures requiring special accommodations.

<ul style="list-style-type: none"> general procedures to follow in the event of an accident 				
Does the SOP list the activities that should be implemented when non-routine events occur, such as:	Y	N	NA	NOTES
<ul style="list-style-type: none"> renovations, construction, new installations, emergencies, malfunctions, etc. 				
Additional requirements for Building Specific Cleaning Plans:	Y	N	NA	NOTES
2.1.2 Cleaning plans shall be reviewed for possible revisions at least once a year.				
2.1.3 Schedules of cleaning operations shall be reviewed at least twice a year and adjusted as needed in response to the changing needs of the building and its occupants.				
2.1.4 The cleaning plan shall be made available to all cleaning personnel and <i>clients</i> .				
2.2 Cleaning Operations. Schedules and procedures shall be established and implemented for routine, periodic, interim and restorative cleaning operations for floors and carpets.				
2.2.1 Floor Maintenance.	Y	N	NA	NOTES
2.2.1.1 For routine floor maintenance, the <i>cleaning service</i> shall vacuum floors or use mops equipped with reusable heads or equivalent.				
Are floors cleaned on a predetermined schedule and as needed ⁶ to keep them clean?				
<ul style="list-style-type: none"> <u>Daily</u>: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas. 				
<ul style="list-style-type: none"> <u>Vacuum or mop as necessary to keep clean</u>: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use. 				
2.2.1.2 For periodic and restorative maintenance of floors, the <i>cleaning service</i> shall:	Y	N	NA	NOTES
<ul style="list-style-type: none"> Schedule floor stripping and refinishing during periods of minimum occupancy. 				
<ul style="list-style-type: none"> Provide reasonable notice to the <i>client</i> before non-routine floor maintenance operations. The timing and method of the notice shall be established in consultation with building management. 				
<ul style="list-style-type: none"> Ensure that sufficient floor finish exists on the floor surface before performing periodic 				

⁶ e.g., in the event of spills or heavy use.

maintenance, in order to avoid damage to the flooring.				
• Floor restoration chemicals shall not be applied by spraying. ⁷				
• Perform restoration ⁸ only when needed, rather than on a predetermined schedule.				
• Use burnishing or buffing equipment capable of capturing the dust generated by the equipment.				
• Ventilate the area to the outside if possible, both during and after floor stripping, floor scrubbing, or recoating.				
2.2.2.1 For routine carpet maintenance, the <i>cleaning service</i> shall vacuum carpets on a predetermined schedule, and as needed to keep them clean.	Y	N	NA	NOTES
• <u>Vacuum daily</u> : heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.				
• <u>Vacuum to keep clean</u> : light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.				
2.2.2.2 For <i>interim</i> and <i>restorative cleaning</i> ⁹ , the <i>cleaning service</i> shall:	Y	N	NA	NOTES
• Provide reasonable notice to the client before <i>interim</i> or <i>restorative</i> carpet cleaning operations. The timing and method of the notice shall be established in consultation with building management.				
• Maintain the appearance of the carpet using interim carpet cleaning systems to prolong or limit the need for restorative cleaning.				
• Perform carpet extraction only as needed rather than on a regular schedule.				
• Clean carpets so that they will dry in less than 12 hours.				
• Schedule carpet extraction during periods of minimum occupancy.				
2.2.3 Restrooms.	Y	N	NA	NOTES
2.2.3.1 Restroom cleaning shall be conducted from high to low, toward the doorway, with dry cleaning tasks performed before wet cleaning operations.				

⁷ Mop-on or autoscrubber methods may be used.

⁸ Intended to maintain the appearance and integrity of the floor finish.

⁹ when normal cleaning is not sufficient to clean carpets in heavy use areas.

2.2.3.2 Areas where pathogens can collect and surfaces touched by hands ¹⁰ shall be cleaned and <i>disinfected</i> daily, and more frequently in the event of high traffic volume or high occupancy levels.				
2.2.3.3 Standing moisture shall be removed from floors and bathroom surfaces.				
2.2.3.4 Equipment that has been used to clean restrooms, ¹¹ except for powered devices, shall not be used to clean any other areas of the building.				
2.2.3.5 At least once a day, bathroom trash liners shall be pulled and trash receptacles <i>disinfected</i> .				
2.2.3.6 Drain traps shall be filled on a predetermined schedule.				
2.2.4 Dining Areas and Break Rooms.	Y	N	NA	NOTES
2.2.4.1 Surfaces in food preparation and consumption areas shall be cleaned and <i>sanitized</i> at least daily, and more frequently as needed. ¹²				
2.2.4.2 Surfaces touched by hands ¹³ shall be cleaned and <i>sanitized</i> daily.				
2.2.4.3 Containers used for food waste shall be cleaned and <i>sanitized</i> daily. They shall be emptied once per day and when full.				
2.2.5 Entryways.	Y	N	NA	NOTES
2.2.5.1 Outside entryways shall be cleaned daily.				
2.2.5.2 Walk-off matting shall be placed at all building entryways: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting. Exceptions: Smaller mat sizes may be accepted if the entry space is too small for the required sizes. If a facility owner/operator does not allow the use of the required matting, the <i>cleaning service</i> shall document that they have notified the <i>client</i> of the reasons for using matting and how to obtain appropriate matting.				
2.2.5.3 Matting shall be vacuumed daily, and as needed to prevent tracking of contaminants into the building.				

¹⁰ e.g., toilet bowls, urinals, sinks, door knobs, light switches, handles, etc.

¹¹ or equipment that is designated only for cleaning restrooms.

¹² e.g., after spills or if dirty.

¹³ e.g., faucet handles, drinking fountains, cafeteria serving lines.

2.3 Cleaning Techniques.				
2.3.1 Disinfection. The <i>cleaning service</i> shall:	Y	N	NA	NOTES
2.3.1.1 <i>Disinfect</i> areas or surfaces where pathogens can collect. ¹⁴ Use disinfectants only where required as described in Section 2.2.3.				
2.3.1.2 <i>Disinfect</i> using only disinfectants registered or devices regulated by the U.S. Environmental Protection Agency (EPA).				
2.3.1.3 Follow product label directions for preparing <i>disinfection</i> solutions (e.g., dilution rate), and for the appropriate method for <i>disinfecting</i> and cleaning the area. ¹⁵				
2.3.2 Cleaning Cloths.	Y	N	NA	NOTES
2.3.2.1 Whenever appropriate, ¹⁶ reusable cleaning cloths or microfiber technology shall be used instead of paper products.				
2.3.2.2 Within 2 hours of use, all cleaning towels, cloths, and materials shall be disposed of, rinsed, or placed in a sealed container.				
2.3.2.3 Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.				
2.3.3 Powered Equipment: Operations. ¹⁷	Y	N	NA	NOTES
2.3.3.1 The <i>cleaning service</i> shall establish procedures for the use of powered equipment in order to clean effectively with minimum environmental impact.				
2.3.3.2 Vacuum bags or canisters shall be:				
<ul style="list-style-type: none"> inspected at least every 2 hours changed or replaced when half full or when indicated by a bag sensor 				
2.3.3.3 Precautions shall be taken to limit worker exposure to dust and particulate matter from vacuum cleaners when cleaning and replacing bags and filters.				
2.3.3.4 Propane-powered equipment may be used indoors only when the building is unoccupied. The maximum air circulation and exchange shall be provided. ¹⁸				
2.4 Collection of Waste and Recyclable Items				
2.4.1 Waste/Trash Collection. ¹⁹ For waste containers not addressed elsewhere in the	Y	N	NA	NOTES

¹⁴ e.g., in restrooms or on door handles, or bathroom faucets.

¹⁵ e.g., dwell time and whether pre-cleaning is required.

¹⁶ e.g., not when dealing with bodily fluids.

¹⁷ Section 2.7.2 describes requirements for maintenance of powered equipment.

¹⁸ Local and state ordinances may restrict the use of propane-powered equipment indoors.

¹⁹ Waste containers in restrooms are addressed in Section 2.2.3 and those in food areas are addressed in Section 2.2.4.

standard, the <i>cleaning service</i> shall:				
2.4.1.1 Remove trash and replace liners only when they are soiled from wet trash or food, become broken, or as required by the <i>client</i> .				
2.4.1.2 Dispose of all trash before weekends and holidays.				
2.4.2 Recycling. Where a recycling program exists, <i>cleaning services</i> shall:	Y	N	NA	NOTES
2.4.2.1 Inspect recycling areas daily, including collection bins, and clean them if they are dirty.				
2.4.2.2 Collect soda and other beverage containers weekly or more frequently as required.				
2.4.2.3 Ensure that the recycling stations are marked clearly.				
2.4.2.4 Collect recyclable materials that have come in contact with food ²⁰ and remove from the building before weekends and holidays.				
2.4.2.5 Determine, together with the <i>client</i> :				
• procedures for rinsing and separation of recyclables				
• locations and procedures for collecting recyclables				
• how to ensure that recycling stations are accessible				
2.4.2.6 Periodically review with the <i>client</i> the status of the recycling program, including effectiveness and any problems regarding separation or collection of recyclable materials.				
2.5 Vulnerable Populations. The <i>cleaning service</i> shall obtain from the building management a list of areas with <i>vulnerable populations</i> . In situations where cleaning operations have the potential to adversely affect any identified members of a <i>vulnerable population</i> , the <i>cleaning service</i> shall document their presence at each building and:	Y	N	NA	NOTES
2.5.1 Schedule daily cleaning activities to prevent exposure of <i>vulnerable populations</i> to the cleaning process.				
2.5.2 Adopt alternative cleaning practices that minimize or eliminate use of products listed in Section 4.1.				
2.5.3 Cleaning products (Section 4.1) shall be used only in areas where the ventilation will				

²⁰ e.g., soda cans.

dissipate them before the area becomes repopulated. ²¹				
2.5.4 Prevent the transfer of cleaning products and other impacts to areas of the building where <i>vulnerable populations</i> may be present.				
2.6 Indoor Plants. <i>Cleaning services</i> that are responsible for maintenance of indoor plants shall:	Y	N	NA	NOTES
<ul style="list-style-type: none"> Ensure that plants are not in direct contact with carpet. 				
<ul style="list-style-type: none"> Move plants away from heating, ventilating, and air conditioning vents. 				
<i>Cleaning services</i> that are not responsible for plant care shall inform the <i>client</i> if these requirements are not met or if plants interfere with cleaning (Section 3.2).				
2.7 Back-of-House Procedures				
2.7.1 Handling and Storage of Cleaning Products	Y	N	NA	NOTES
2.7.1.1 Concentrated cleaning products shall be diluted using <i>dilution control</i> that limits worker exposure. Easily understood directions ²² for the dilution of cleaning products shall be provided to cleaning staff.				
2.7.1.2 Cleaning products shall be applied using the appropriate technology ²³ in a manner that prevents overuse and waste of the product.				
2.7.1.3 Directions shall be provided for the proper rinsing and disposal of leftover cleaning products and empty containers.				
2.7.1.4 Storage of Cleaning Products. The <i>cleaning service</i> shall establish locations for the storage of cleaning products within the facility, and establish requirements for proper ventilation, adequate security, safety, and proper management of the area.				
2.7.2 Powered Equipment: Maintenance²⁴	Y	N	NA	NOTES
2.7.2.1 General Powered Equipment Maintenance. The <i>cleaning service</i> shall:				
<ul style="list-style-type: none"> Ensure that the equipment functions properly or is tagged out of service. 				
<ul style="list-style-type: none"> Use equipment for its full service life. 				
<ul style="list-style-type: none"> Develop a plan for the phase-out of equipment that does not meet the specifications in Section 4.2. 				

²¹ Ensure sufficient ventilation. Blowers may be used to increase ventilation, if necessary.

²² e.g., in appropriate written languages or graphic representation.

²³ e.g., coarse spray bottles, automatic chemical dispensers on powered equipment, etc.

²⁴ Section 2.3.3 describes requirements for operations of powered equipment.

<ul style="list-style-type: none"> Establish a quarterly maintenance program to inspect and maintain all equipment, according to manufacturer recommendations. A maintenance log shall be maintained. 				
2.7.2.2 Vacuum Cleaner Maintenance. 2.7.2.2.1 Vacuum cleaners shall be equipped with the proper filter or bag; the filters shall be changed or cleaned according to manufacturer recommendations.				
2.7.2.3.2 Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.				
2.7.3 Waste Disposal.	Y	N	NA	NOTES
2.7.3.1 All waste items that are accepted for recycling in the community ²⁵ shall be stored in separate containers and recycled.				
2.7.3.2 Trash shall be disposed of outside in covered containers away from the immediate exterior of the building.				

²⁵ e.g., paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment.

3.0 COMMUNICATION

3.1 Internal Communications.	Y	N	NA	NOTES
The <i>cleaning service</i> shall establish procedures for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements.				
3.2 Communications with the Client. The <i>cleaning service</i> shall:	Y	N	NA	NOTES
3.2.1 Establish with the <i>client</i> procedures for cleaning personnel to communicate with building management and occupants, and for building management and occupants to provide feedback. The following issues shall be addressed:				
• coordination with pest control				
• construction and building improvements				
• other services				
3.2.2 Inform building management about the presence of pests, any maintenance issues, and any situations that interfere with cleaning or recycling operations. ²⁶				
3.2.3 Request that the <i>clients</i> identify <i>vulnerable populations</i> in the building and establish a process to meet the requirements in Section 2.5.				
3.2.4 Identify an employee who is available to the <i>client</i> as a contact person for information and comment.				
3.2.5 Provide building management with:				
• a list of all cleaning products used in the building.				
• the name, address, and phone number of the contact persons for the <i>cleaning service</i> and the <i>client</i>				
• a statement that the <i>cleaning service</i> maintains the product labels and Safety Data Sheets (SDSs) of each product used in the building				
• a statement that the labels or SDSs are available for review upon request				
• materials that explain how building occupants can reduce the need for more intensive cleaning processes or treatments ²⁷				

²⁶ e.g., plants on heaters or floor, restrictions on trash/recycle bin access, unmarked recycling stations

²⁷ e.g., reporting spills and making attempts to reduce clutter in personal spaces

4.0 PURCHASING

4.1 Environmentally Preferable Cleaning Products and Supplies.	Y	N	NA	Notes
4.1.1 For the following categories of cleaning products and supplies, the <i>cleaning service</i> shall use only <i>environmentally preferable products</i> :				
• general-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners				
• floor finishes and floor strippers				
• liquid hand soap				
• toilet tissue and facial tissue				
• paper towels and napkins				
4.1.2 Plastic liners for trash and recycling cans shall contain a minimum of 10% post-consumer recycled content or have a thickness of less than 0.7 mils. Exemptions may be granted where necessary for the operation of the facility. ²⁸				
4.2 Powered Cleaning Equipment. Purchases of powered janitorial equipment ²⁹ shall meet the following requirements:	Y	N	NA	Notes
• Vacuum cleaners shall meet the requirements of the Carpet and Rug Institute Seal of Approval/Green Label vacuum program and shall operate at a sound level below 70 decibels (dBA).				
• Carpet extraction equipment must meet the requirements of the Carpet and Rug Institute Bronze Seal of Approval.				
• Powered floor maintenance equipment shall capture particles and shall operate at a sound level below 70 dBA.				
• Propane-powered floor equipment shall have low emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment program, and shall be equipped with catalytic and exhaust monitoring.				
• Powered scrubbing machines shall be capable of variable rate dispensing.				
4.3 Minimizing Package Waste.	Y	N	NA	Notes
<i>Cleaning services</i> shall purchase cleaning				

²⁸ e.g., compostable food-waste bags for composting, or airline regulations for thicker transparent bags.

²⁹ e.g., powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, power washers, and other powered cleaning equipment.

products and supplies in quantities that minimize the amount of waste generated from empty packaging and containers.				
4.4 Recordkeeping.	Y	N	NA	Notes
Purchases of cleaning products shall be tracked at least quarterly.				

5.0 TRAINING

Training shall be matched to the needs of each employee.³⁰

5.1 Initial Training. Upon hiring, all cleaning personnel shall receive at least 12 hours of training ³¹ on:	Y	N	NA	Notes
• the safe and effective handling and use of all cleaning products				
• cleaning procedures				
• use and maintenance of cleaning equipment				
• all procedures needed to conform to this standard				
Procurement staff shall be trained in the selection of environmentally preferable cleaning materials (Section 4.1).				
New hires shall complete an additional 12 hours of training before the end of the first year of hire.				
5.2 Safety Training. As part of initial training, all personnel shall be given standard safety training ³² on:	Y	N	NA	Notes
• reducing and preventing ergonomic injuries				
• exposure to hazardous materials encountered by personnel of <i>Cleaning Service</i>				
• proper use of personal protective equipment				
• proper rinsing and disposal of leftover cleaning products or their empty containers.				
5.3 Site-Specific Training. Site-Specific Training shall be provided to all cleaning personnel, focusing on procedures for the facility to which they will be assigned, and covering:	Y	N	NA	Notes
• facility-specific cleaning plan.				

³⁰ e.g., limited English proficiency, physical challenges, or learning disabilities.

³¹ This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.

³² Training required by OSHA may include Right to Know, Hazard Communication, and Bloodborne Pathogens.

<ul style="list-style-type: none"> measures for protection of <i>vulnerable populations</i>. 				
<ul style="list-style-type: none"> how to communicate with the <i>client</i> if hazardous events occur. 				
5.4 Continuing Training.	Y	N	NA	Notes
All employees ³³ who are not in their first year of employment ³⁴ shall receive 24 hours of training on an annual basis. This training shall include in-service training, continuing education, and/or professional development, to maintain knowledge of correct procedures for safety, cleaning products, equipment, techniques, and relevant environmental standards.				
5.5 Records Of Training shall be maintained on each employee for all training required by this standard.	Y	N	NA	Notes
5.5.1 The documentation shall include:				
<ul style="list-style-type: none"> the topics included in the training 				
<ul style="list-style-type: none"> a general outline of information covered 				
<ul style="list-style-type: none"> the name and qualifications of the trainer 				
<ul style="list-style-type: none"> the date(s) and duration of the training or courses 				
5.5.2 Records shall be retained:				
<ul style="list-style-type: none"> For current employees, two years from each training occurrence. 				
<ul style="list-style-type: none"> For former employees, for one year after departure. 				

6.0 CERTIFICATION AND LABELING REQUIREMENTS

6.1 Certification Mark. The Green Seal® Certification Mark may appear on the property of the certified service and promotional materials, only in conjunction with the certified service. Use of the Mark must be in accordance with <i>Rules Governing the Use of the Green Seal Certification Mark</i> . ³⁵	Y	N	NA	Notes
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³³ Including contractor management/supervisors.

³⁴ New hires are required by section 5.1.

³⁵ [greenseal.org/TrademarkGuidelines](https://www.greenseal.org/TrademarkGuidelines)

<ul style="list-style-type: none"> The Green Seal Certification Mark shall not be used in conjunction with any modifying terms, phrases, or graphic images that might mislead consumers as to the extent or nature of the certification. 				
<ul style="list-style-type: none"> Green Seal must review all uses of the Certification Mark prior to printing or publishing. 				
6.2 Use With Other Claims.	Y	N	NA	Notes
The Green Seal Certification Mark shall not appear in conjunction with any human health or environmental claims unless verified and approved in writing by Green Seal.				
6.3 Statement of Basis for Certification.	Y	N	NA	Notes
<ul style="list-style-type: none"> Wherever the Green Seal Certification Mark appears, it shall be accompanied by a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable. 				
<ul style="list-style-type: none"> The description shall read as follows, unless an alternate version is approved in writing by Green Seal: This cleaning service meets Green Seal™ Standard GS-42 based on waste minimization, building-specific operational procedures, effective custodial training, and use of products with limits on human & environmental toxicity. GreenSeal.org. 				



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 02/24/2017

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.

Building Services Department (BSD) was awarded Green Seal Certification in 2016 for it's Cleaning/Janitorial Services Program under MA NA130000111, the first municipality to receive this honor. Green Seal certification (to the GS-42 cleaning standard) is for the application of the methods, equipment, chemicals, training and procedures of BSD's Cleaning/Janitorial Services Program, including but not limited to: floor care, equipment care and maintenance, inventory control, entryway matting, disinfection, restroom care, break room and kitchen care, recycling and trash collection, communications, microfiber cleaning and sensitivity to vulnerable populations. BSD seeks to maintain its Certification with a new Master Agreement.

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).

Green Seal's GS-42 Standard is the premier standard/certification in the country for commercial cleaning for health and the environment.

The Green Seal Certification is a registered trademark.

Year	Compliance Monitoring Fee Per Year with 5% Escalation	Compliance Monitoring Fee with max Travel Fee	
Mar 2017 - Green Seal Monitoring ,GS-42 Certification, 2017	\$ 6,300.00	\$ 7,800.00	
Mar 2018 - Green Seal Monitoring ,GS-42 Certification, 2018	\$ 6,615.00	\$ 6,615.00	No Travel
Mar 2019 - Green Seal Monitoring ,GS-42 Certification, 2019	\$ 6,945.75	\$ 8,445.75	
Mar 2020 - Green Seal Monitoring ,GS-42 Certification, 2020	\$ 7,293.04	\$ 7,293.04	No Travel
Mar 2021 - Green Seal Monitoring ,GS-42 Certification, 2021	\$ 7,657.69	\$ 9,157.69	
Five Year Contract Total with max expenses		\$ 39,311.48	

2017 is a 5% escalation of 2016 pricing

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Green Seal, Inc. (V00000912235) which will cost approximately \$ 39,311.48 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Originator

Date

Approved
Certification

Department Director or designee

Date

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

Purchasing Review
(if applicable)

Buyer

Date

Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013