

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**THIRD AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034  
(FOUR CORNERS COMMUNITY CENTER)**

THIS THIRD AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and High Quality Cleaning Services (hereinafter “Contractor”) a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor executed and accepted that certain AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034 on or about February 23, 2016 which was amended by documents on or about March 9, 2017 and December 19, 2017 (collectively referred to as “Agreement”). County and Contractor desire to amend said Agreement as set forth below:

- I. Services to be rendered under the Agreement shall be amended to add locations for service, as described and in accordance with “2018-2019.1 Pricing and Staffing by Location” attached hereto as Exhibit A1, and incorporated herein for all purposes.
- II. County shall pay Contractor an additional \$2,100.00 per month for the additional services to be rendered under this Amendment.
- III. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed \$87,720.00 for the current term of the Agreement.
- IV. Article I, “Scope of Services” ” the Agreement is hereby amended to add the locations identified in attached Exhibit A1 “2018-2019.1 Pricing and Staffing by Location.”
- V. The Maximum Compensation shall be an amount not to exceed is \$87,720.00 for the Scope of Services provided during the 2018-19 Renewal Period. In no case shall the amount paid by County to Contractor under the Agreement or any Amendment exceed the Maximum Compensation stated for each term without an approved change order.

The Maximum Compensation is subject to Article III, "Compensation and Payment" and Article IV "Limit of Appropriation" requirements of the Agreement; as well as any and all certification of funds signed by the Fort Bend County Auditor.

VI. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

VII. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

HIGH QUALITY CLEANING SERVICES:

\_\_\_\_\_  
Robert Hebert  
County Judge

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

Exhibit A1: "2018-2019.1 Pricing and Staffing by Location."

**EXHIBIT A1:**

**“2018-2019.1 PRICING AND STAFFING BY LOCATION”**

**AS ATTACHED TO:**

**THIRD AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034  
(FOUR CORNERS COMMUNITY CENTER)**

**2018-2019.1 PRICING AND STAFFING BY LOCATION:**

Kitty Hollow Park Offices,  
Monday – Friday  
(4,275 sq. ft.)

9555 Hwy 6 South

Missouri City, TX 77459

\$ 600/mo. 2/staff

Two (2) Additional Outdoor Restrooms

+ \$ 220/mo.

Location Total

\$ 820/mo.

Dew House First Floor (in Kitty Hollow Park)  
after events only, between 5:00pm-10:00pm  
(estimated 1,200 sq. ft)

9555 Hwy 6 South

Missouri City, TX 77459

\$ 45/ea. 2/staff

Mustang Community Center and Restrooms,  
Monday – Friday  
(4,135 sq. ft.)

4521 FM 521 North

Fresno, TX 77545

\$ 670/mo. 2/staff

Fifth Street Community/Boys & Girls Club,  
Monday – Friday  
(18,059 sq. ft.)

3110 5<sup>th</sup> Street

Stafford, TX 77545

\$ 1,250/mo. 2/staff

Freedom Park, Monday/Wednesday/Friday  
(2,304 sq. ft.)

18050 Westheimer Pkwy

Houston, TX 77094

\$ 495/mo. 2/staff

Four Corners Park and Outdoor Restroom,  
Monday – Friday  
(2,649 sq. ft.)

15700 Old Richmond Road

Sugar Land, TX 77478

\$ 650/mo. 2/staff

Four Corners Community Center,  
Monday – Friday  
(17,341 sq. ft.)

15710 Old Richmond Road

Sugar Land, TX 77478

\$ 2,100/mo. 2/staff

**Total Annual Price: \$ 72,360**

Pinnacle Senior Center  
(9,785 sq. ft.)

5525 Hobby Road #C

Houston, TX 77053

\$ 1,280/mo. 2/staff

**Total Annual Price: \$ 15,360**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**SECOND AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034  
(RENEWAL)**

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and High Quality Cleaning Services (hereinafter "Contractor") a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Contractor executed the AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034 on or about February 23, 2016 (attached hereto as Exhibit One) which was amended on or about March 28, 2017 (attached hereto as Exhibit Two), Exhibits incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- I. As allowed by Article V, "Term" the Agreement is hereby renewed; effective as of April 1, 2018 through March 31, 2019. Pricing and staffing for services shall be in accordance with Exhibit C, attached and incorporated to this Second Amendment.
- II. The Maximum Compensation shall be an amount not to exceed is \$62,520.00 for the Scope of Services provided during the 2018-19 Renewal Period. In no case shall the amount paid by County to Contractor under the Agreement or any Amendment exceed the Maximum Compensation stated for each term without an approved change order. The Maximum Compensation is subject to Article III, "Compensation and Payment" and Article IV "Limit of Appropriation" requirements of Exhibit One; as well as any and all certification of funds signed by the Fort Bend County Auditor.
- III. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**FIRST AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and High Quality Cleaning Services (hereinafter "Contractor") a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County and Contractor executed the AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034 on or about February 23, 2016, attached hereto as Exhibit One incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- I. As allowed by Article V, "Term" the Agreement is hereby renewed; effective as of April 1, 2017 through March 31, 2018. Pricing and staffing for services shall be in accordance with Exhibit B, attached and incorporated to this First Amendment.
- II. The Maximum Compensation shall be an amount not to exceed \$59,880.00 for the Scope of Services provided during the 2017-18 Renewal Period. In no case shall the amount paid by County to Contractor under the Agreement or this First Amendment exceed the Maximum Compensation stated for each term without an approved change order. The Maximum Compensation is subject to Article III, "Compensation and Payment" and Article IV "Limit of Appropriation" requirements of Exhibit One; as well as any and all certification of funds signed by the Fort Bend County Auditor.
- III. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

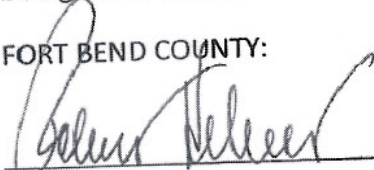
*Remainder left blank*

*Execution page follows*

IV. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert Hebert  
County Judge

HIGH QUALITY CLEANING SERVICES:


  
\_\_\_\_\_  
Signature

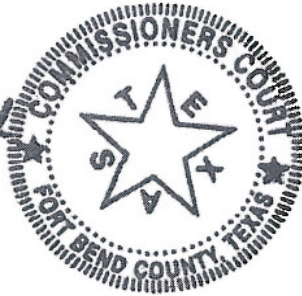
Heriberto President  
Printed Name and Title

March 28, 2017  
Date

03-09-17  
Date

Attest:

  
\_\_\_\_\_  
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$59,880.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

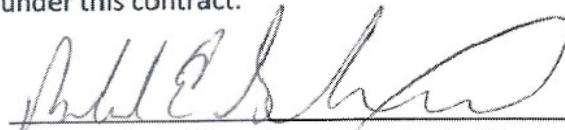
  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

Exhibit One: AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034  
executed on or about February 23, 2016

Exhibit B: 2017-2018 Pricing and Staffing by Location

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**EXHIBIT ONE:  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and High Quality Cleaning Services (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide janitorial services at specified County Locations pursuant to RFP 16-034 (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Article I. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

**Article II. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Article III. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$54,630.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Each month Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in the previous month in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Article IV. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$54,630.00 per year specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$54,630.00 per year.

### **Article V. Term**

Unless terminated early as provided for in Article VII, this Agreement is effective beginning April 1, 2016 through March 31, 2017, renewable annually for four (4) years (through 31 March 2021) under the same terms and conditions if mutually agreeable by both parties, but subject to certification of availability of funding by the Fort Bend County Auditor.

## **Article VI. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Article VII. Termination**

### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Article VIII. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Article IX. Insurance**

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies

including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

9.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Article X. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Article XI. Confidential and Proprietary Information**

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person

who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

## **Article XII. Independent Contractor**

12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Article XIII. Notices**

13.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: Purchasing Agent 301 Jackson Street, Suite 201 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
Contractor:	High Quality Cleaning Services 7320 Ashcroft Drive, Suite 305 Houston, Texas 77081

13.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 13.1 and 13.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Article XIV. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation,

Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Article XV. Performance Warranty**

15.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

15.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Article XVI. Assignment**

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Article XVII. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Article XVIII. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Article XIX. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Article XX. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Article XXI. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Article XXII. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Article XXIII. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

*Remainder left blank*

*Execution page follows*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 23 day of February, 2016.

FORT BEND COUNTY

[Signature]  
Robert Hebert  
County Judge

HIGH QUALITY CLEANING SERVICES

[Signature]  
Authorized Agent- Signature

2-23-2016  
Date

Herberto Cisneros  
Authorized Agent- Printed Name  
President  
Title  
2-09-16  
Date



Attest:  
[Signature]  
Laura Richard, County Clerk

Exhibit A: Scope of Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 54,630.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]  
Robert Edward Sturdivant, County Auditor

# Exhibit A

## Scope of Services

**14.0 GENERAL INFORMATION FOR ALL LOCATIONS:**

- 14.1 The contractor shall supply all cleaning supplies, equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, glass and dusting of furniture. The Facilities or Parks Operations Manager must approve all cleaning supplies and equipment prior to use. Fort Bend County will supply trash can liners, soap refills, and paper products, i.e., paper towels, toilet tissue, and tissue seat covers.
- 14.2 Contractor shall provide the following materials, supplies and equipment for the performance of the specified services in this RFP:
- Vacuum cleaners (commercial grade) and replacement bags (back pack where applicable)
  - Brooms and dustpans
  - Dusting, cleaning items and cloths (microfiber and lint free)
  - Rubber gloves
  - Ladders (various types)
  - Dusters with handles to reach high places
  - Commercial grade mops (wet and dust type)
  - Buckets with wringers
  - Toilet bowl brushes
  - Squeegees for both windows and floors
  - Scrub brushes with and without handles
  - Floor machines for cleaning and polishing, such as rotary scrubbers, extractors, burnishers, wet/dry vacuums, auto-scrubbers (walk-behind), etc.
  - Window cleaning equipment
  - Body Fluid Clean-up Kits
  - Furniture polish
  - Stainless steel – cleaner, polish
  - Floor finish
  - Stripper
  - Deodorizer
  - Graffiti remover
  - Carpet spot remover
  - Wheeled trash barrels for use during service hours
  - Other cleaning and maintenance supplies as needed by request
- 14.3 All equipment required in the performance of the contractor's duties as set forth herein shall be furnished by contractor at its expense. Five (5) days prior to the starting date of the contract, the contractor shall submit, for approval of Fort Bend County, a list indicating the manufacturer, the brand name, and intended use of each of the supplies and materials proposed for use in the performance of the work. Contractor must maintain at each location a list of the Material Safety Data Sheets

(MSDS) for each product used by the contractor at that facility. Fort Bend County reserves the right to require contractor to replace, substitute or modify their equipment if such equipment is harmful to Fort Bend County or its operation, or is not sufficient in terms of providing adequate cleaning under this contract. By signing this RFP, the contractor certifies that all material, equipment, etc. supplied by the contractor meets all Occupational Safety and Health Administration (OSHA) requirements. Contractor further certifies that, if he/she is a contractor, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, and etc. in compliance with the aforementioned requirements shall be borne by the contractor. The title of all equipment, materials, machines of any kind or nature furnished and used by contractor, shall remain in contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the areas specified in this bid upon the termination of this contract.

- 14.4 Storage Provisions: Fort Bend County will provide reasonable storage space(s) for contractor to use that will be necessary for the performance of the services required herein. Fort Bend County will have access to the rooms for the purpose of inspection for compliance to fire, health, and any other applicable regulations. The use of such rooms shall be the responsibility of contractor and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the contractor. Fort Bend County will not be responsible in any way for the contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.
- 14.5 All members of the cleaning crew must be able to speak English fluently. The English language is essential to permit discussion of Fort Bend County's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. All members of the cleaning crew must have a background check performed and approved by the Facilities Operations Manager prior to working in this facility.
- 14.6 The contractor is required to train all members of the cleaning crew to know and understand all requirements set forth in this contract.
- 14.7 The contractor will be responsible for losses or damages and any unauthorized toll type telephone calls, which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the cleaning crew should be reported to the Facilities Operations Manager the following workday. Each employee of the contractor must agree to being photographed and fingerprinted by the County.
- 14.8 The cleaning staff is prohibited from disturbing papers on desks, moving personal items of staff, opening desk drawers, or cabinets, or using any equipment provided for official county use. Office chairs are to be placed behind desks and tables and left

not harming the chair arms after cleaning. Instructions pertaining to conduct and other regulations, as required by Fort Bend County, must be followed. The contractor is responsible for any loss or damage to property including, but not limited to, money, securities, merchandise, fixtures, and equipment belonging to Fort Bend County, or to any other person or organization to which Fort Bend County is legally liable for such loss or damage, if any such loss or damage was caused by the contractor or any employee thereof, while such employee is on the premises of Fort Bend County as an employee of the contractor.

- 14.9 No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time. No cleaning staff is allowed to have children on the premises during their assigned working hours. Each member of the cleaning crew is required to wear a photo ID badge identifying them and the cleaning company, a uniform shirt that identifies the cleaning company at all times they are on County premises.
- 14.10 The cleaning staff will not use any county equipment, such as telephones, computers, typewriters, copy machines, etc. Cleaning staff must never open cabinets, drawers, files, etc.
- 14.11 The contractor is responsible for the security of the building during cleaning hours. All entrances must be secure after entering and upon leaving the building. The contractor shall be liable for all costs associated with re-keying, re-issuance, or programming of keys, access card keys, and security codes, which result from the loss or compromising of keys, access card keys, or security codes by contract personnel. The contractor's access shall be limited to 2 set of keys and/or access card keys, furnished by the County. Only Fort Bend County will duplicate keys. At the end of the contract, all outside door locks with specified duplicate keys may be changed at the contractor's expense by a County approved contractor.
- 14.12 Any personal property (glasses, wallets, phones, etc.) discovered by contractor in common areas shall be delivered immediately to the contractor's Regional Supervisor. The Regional Supervisor shall notify the Facilities Operations Manager for handling instructions.
- 14.13 Contractor must keep an attendance record that will be kept of all workers by date, name, time in, and time out at each location (form attached). Additionally, all contract personnel are required to sign in/out upon arrival and departure of work site. The - log is to be located inside of each custodial closet(s) at each facility and should be kept on site and available to the Fort Bend County representative, when requested. Contractor shall also provide Fort Bend County with the weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to Facilities representative. This report shall verify all hours worked and serve as a documented personnel attendance log. In

addition, contractor shall provide Fort Bend County with a weekly inspection report for each location. The inspection report will verify contractor has performed all required services. Contractor must keep, for each worker, a list of his or her work. The list will be a list of the regular duties as specified by the contract with estimates for time needed to complete the task. The object of the list shall be to give an accurate account of the time required to complete each task. The final form of the list to be used must meet the approval of Fort Bend County.

- 14.14 Personnel: All employees of the contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract. No children of the contractor's employees are allowed on Fort Bend County properties during work time.
- 14.15 Project Manager (PM): The PM is responsible for the scheduling and management of work to be performed as detailed in this specification. Therefore, the PM must have, prior to employment as PM on this job(s), at least three (3) of the last five (5) years' work experience in the management of custodial type operations for buildings of the approximate size and similar characteristics of the building(s) described in this specification. Each contractor shall include, as part of the submitted RFP, a detailed resume of the intended PM. In addition, before another PM can be assigned, a similar detailed resume must be submitted. The resume(s) will be used in determining the qualifications of the contractor. Resume(s) should include, at a minimum, the full name of the proposed PM and a detailed description of the past five (5) years employment history of the proposed PM, including the names, addresses, and telephone numbers of employers and immediate supervisors.
- 14.16 Supervisory Employees: All supervisory personnel engaged in fulfilling the requirements of this specification shall have, prior to assuming a supervisory capacity for the job described herein, experience in custodial type work. Supervisory personnel shall be available during the hours of service; and must be provided with cell phones by the contractor. Names, telephone, and cell phone numbers must be provided to Fort Bend County's designated representative. All supervisory personnel must be fluent in both verbal and written communication in the English language. At least one supervisory employee is required for each location. The supervisor shall be responsible for addressing any and all needs associated with the performance of the contract. This shall include emergency supply deliveries, impromptu site inspections, receiving and relaying reports of broken items, and any other duties deemed necessary by the designated Fort Bend County Representative.
- 14.17 On-site Custodian: This is an employee of the contractor in charge of all custodial employees including subordinate supervisors working on a shift assigned to an individual site. Supervisor must perform inspections or follow-ups necessary to properly control the cleaning operations. Proper procedures and reporting of cleaning inspections will find the problem areas in the building so they can be given special attention in order to: 1) ensure that the cleaning level in the building is meeting the

required standards as indicated in this proposal, 2) identify the employee who is not doing his or her job properly and 3) to determine the people who need additional instruction and training. In small facilities, the custodian may also perform any lower functions, including "Production employee" functions. One (1) custodian is required for each location (an employee is able to provide custodial services over multiple facilities). The supervisor shall supply each employee with specific job duties listing the frequency, when and how to perform their job. A copy of these job duties must be posted by contractor in all janitor's closets and/or storage rooms.

- 14.18 Assistant Supervisor or Crew Leader: This is a productive employee of the contractor in charge of a small group of custodial employees who act as a pace setter and coordinator in working along with subordinates a majority of the time. The number of assistant supervisors or crew leaders assigned to the location will be determined by contractor.
- 14.19 Production Employees: The contractor shall employ only qualified personnel who are skilled in the performance of custodial work and shall screen all employees, requiring satisfactory references. Contractor's personnel shall present a professional appearance and must properly display the contractor furnished identification indicating the name of the employee and contractor. The minimum uniform will consist of an outer garment with the company name located on the chest and company identification badge with the employee photo, name, and company name. Contractor employees shall be, neat, clean, well groomed, courteous, and conduct themselves in a respectable manner, in the performance of their duties while on Fort Bend County property. Fort Bend County shall be furnished with a list of personnel assigned to this contract. Contractor shall be responsible for keeping this personnel list up-to-date.
- 14.20 It is the intent of Fort Bend County that all premises be maintained at a custodial standard of cleanliness. This includes areas utilized by the vendor such as for storing equipment (custodial closets) and removal of daily trash (loading docks, etc.). Services should be rendered as though each facility is under a cleaner's personal custody; cleaned and maintained to the standards outlined below. Custodial services should be carried out in a routine, predictable manner that is standardized throughout the location. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor. Specifications set forth are meant to be general guidelines. They are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.
- 14.21 Clean: The term "clean" shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. off of the entire surface through the use of a cleaning agent and tools.
- 14.22 Disinfect and/or sanitize: To cleanse of harmful microorganisms by application of an

approved chemical agent

- 14.23 Spot Clean/Mop: The term “spot clean/mop” shall mean not to clean entire surface; clean areas where needed.
- 14.24 Mops, mop buckets, and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use.
- 14.25 Safety: Contractor shall be responsible for instructing their employees in all safety measures. Custodial employees will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by floor cleaning operations. General safety requirements shall be complied with in all activities under this contract.
- 14.26 Broken Items: The contractor shall report damage to any item immediately and be financially responsible for replacing said item.
- 14.27 Routine Service: Is defined as cleaning that will be performed any combination of business days per week depending on the specific days requested. These services are to be performed after facility’s normal operating hours, except as specified or authorized by the Fort Bend County designated representative. Mechanical, electrical and telephone rooms are NOT considered office space and will not be serviced under this bid. Weekly Service is defined as one (1) day per business week, specific day to be determined by a Fort Bend County (FBC) designated representative. Monthly Service is defined as one business day a month, specific business day to be determined by a FBC designated representative. Annual Service is defined as once a year. Quarterly Service is defined as one (1) business day every three (3) months, specific business day to be determined by a FBC designated representative. Twice yearly, three (3) times a year, every six (6) months and other special cleaning requirements will be scheduled by a FBC designated representative as per specifications. Periodic Care (as required) is defined as a specific, routine or scheduled task to be performed as needed.
- 14.28 Common Space: Common space is defined as hallways, interior and exterior entrances, lobby areas, stairwells, elevators, restrooms, courtrooms, jury rooms, conference rooms, public areas in libraries, break rooms, and the corridors adjacent to office or clinic spaces and special frequency areas. Common spaces will be cleaned every day that the facility is open to the public.
- 14.29 Office Space: Office Space is defined as enclosed offices, cubicles, copy rooms, file rooms, private libraries, and hold over cells. Office spaces will be cleaned every day that the facility is open to the public.

## **15.0 QUALITY OF WORK:**

Services performed as required by this specification shall be subject to inspection and approval by Fort Bend County. Production employees shall be proactive in support of the FBC mission statement of “Great Service for Great People”. Production employees shall take initiative of identifying, reporting, and correcting all readily recognizable custodial and maintenance conditions especially spot cleaning of flooring, walls, and glass surfaces. FBC shall utilize Building Owners and Managers Association International (BOMA) Production Standards to evaluate the quality of work. All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations. The minimum acceptable standards are:

### **15.1 Floor maintenance**

- 15.1.1 General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and foyers to entrances. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition. No chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables or window sills during cleaning operations. Base boards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during cleaning operations. All furniture and equipment must be returned to original position.
- 15.1.2 Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.
- 15.1.3 Sweeping and Damp Mopping – After sweeping and damp mopping, all floors shall be clean and free of dirt streaks. No dirt, trash, or foreign matter shall remain in corners, behind doors or radiators, under furniture, or on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash, and no dirt shall remain where sweepings were picked up.
- 15.1.4 Wet Mopping and Scrubbing – The floors shall be properly prepared and thoroughly swept to remove visible dirt and debris. Removal of gum, tar, and similar substances from the floor surface is required. On completion of mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., and properly rinsed and dry mopped to present an overall appearance of cleanliness. After wet mopping or scrubbing, all surfaces, including corners and cracks, shall be dry. When scrubbing is designated, it shall be performed by machine or by hand with a brush.

- 15.1.5 Spot cleaning – Remove smudges, marks, or spots without causing unsightly discoloration. Spot cleaning of carpet stains shall be performed so that no spot shall remain untreated in excess of one working day.
- 15.1.6 Floor Finishing – The job of floor finishing includes the cleaning and applying of finish to hard floor surfaces per industry standards.
- 15.1.7 Sweeping - Sweep floors thoroughly; remove all gum and adhesive materials.
- 15.2 Stripping – Remove all old finish or wax from floors using a concentrated solution of liquid cleaner. Cleaner is to be applied with a mop and scrubbed with an electric polishing machine with scrub brush or a medium grade-scrubbing pad. Extremely stubborn spots, for example, gum, rust, burns, etc., shall be removed by hand with a scouring pad dipped in a cleaning solution. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised so that baseboards and furniture shall not be splashed or marred. Cleaning solution shall be taken up with a mop or wet/dry vacuum and the floor rinsed at least twice with clean water to remove all traces of cleaning solution. Do not flood the floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.
- 15.3 Finishing – Apply a minimum of five coats of floor finish allowing sufficient drying time between each coat. Should there be more than eight (8) hours between cleaning or applying a finish coat to the floor, the area must again be cleaned to remove surface dirt and scuff marks before applying the next finish coat. The first four (4) coats should be applied to within 4” of the baseboard, with the last coat ONLY applied up to, but not touching, the baseboard.
- 15.4 Bi-monthly Spray-buffing – Sweep floor thoroughly. Wet mop to remove any spillage. Spray-buff floor with an approved gloss restorer solution and using a floor polishing machine, floor polishing pad, and spray equipment. Spray only soiled or worn areas, using a fine mist applied 2 to 3 feet ahead of the floor machine, and buff immediately to blend in.
- 15.5 Carpet and Rugs – After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt and other debris. No dirt and trash shall be left in corners, under furniture or behind doors. Vacuuming equipment shall be the type which “agitates” the carpet in some manner to aid in the extraction of dust/dirt from the carpet. Spot shampooing shall be done for isolated areas on an as needed basis.
- 15.6 Toilets – Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

- 15.7 Dusting – Dust shall not be moved from spot to spot but removed directly from the areas in which it lays by the most effective means, for example, treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
  - 15.7.1 No dust streaks,
  - 15.7.2 Corners, crevices, molding and ledges free of all dust,
  - 15.7.3 No oils, spots, or smudges caused by dusting tools on dusted surfaces,
  - 15.7.4 When inspected with a flashlight, there shall be few traces of dust on any surface.
  
- 15.8 Damp wiping – This task consists of using a clean, damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, baseboards, and other specified surfaces, and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose, disinfectant/deodorizer cleaner shall be used.
  
- 15.9 Bright metal polishing – Bright metal polishing may be accomplished by damp wiping and drying with a suitable cloth until a polished appearance is attained. Use an approved metal polishing agent if a polished appearance cannot be attained by damp wiping and drying with a suitable cloth.
  
- 15.10 Policing – This job includes:
  - 15.10.1 Sweeping Picking up and removing all paper, trash, empty bottles, gum and other discarded materials inside and outside of the building (excluding desk tops, tables, and other work surfaces),
  - 15.10.2 Maintaining wall hung and floor type trash receptacles in a neat and presentable condition; replace sand as needed in receptacles,
  - 15.10.3 Removing gum, spots of tar, and other foreign substances from inside the building,
  - 15.10.4 Cleaning drinking fountains and glass surfaces and
  - 15.10.5 Mopping up wet areas caused by spillage, accidents, or inclement weather.
  
- 15.11 Fixture cleaning – Porcelain fixtures, for example, drinking fountains, wash basins, urinals, toilets, etc., shall be clean and bright, and without dust, spots, stains, rust, green mold, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. and nozzles free from encrustation (calcium, lime, rust, etc.).

**\*16.0 SCOPE OF WORK FOR ALL LOCATIONS:**

16.1 DAILY SERVICE:

16.1.1 Restrooms (including private):

- 16.1.1.1 Sweep and mop ceramic tile floor with disinfectant detergent, removing all stains.
- 16.1.1.2 Wash and disinfect all surfaces of urinals, bowls and tanks.
- 16.1.1.3 Clean all mirrors and vanity shelves.
- 16.1.1.4 Clean and dry polish faucets, soap dispensers, sanitary napkin machines and disposal units, towel and tissue dispensers, water closets, and waste receptacles to a high gloss shine.
- 16.1.1.5 Damp wipe full service area of all ledges, sills, stall partitions, switches, door handles, and doors.
- 16.1.1.6 Remove graffiti from walls and partitions.
- 16.1.1.7 Empty waste receptacles, wash or damp wipe the inside and outside of wastebaskets as needed and replace liners.
- 16.1.1.8 Clean and disinfect all sanitary napkin containers both inside and out.
- 16.1.1.9 Spot clean all walls and doors.
- 16.1.1.10 Restock paper towels, soap, toilet paper and seat cover dispensers until at least 2/3 full. Supplies should never be left below 2/3 stock over night.

16.1.2 Elevators (including freight) (where applicable)

- 16.1.2.1 Clean, polish and remove finger marks, smudges, etc from interior and exterior of elevator doors, walls, control panels, and thresholds on all floors. Polish to a high gloss shine.
- 16.1.2.2 Vacuum, sweep and mop, spray buff resilient floor depending on floor covering in elevator, not allowing dirt and debris to fall down the elevator shaft. Remove any stains on floor covering.
- 16.1.2.3 Clean all door tracks on each floor to remove all debris, and polish with non-abrasive products.

16.1.3 Center Public Stairway (where applicable)

- 16.1.3.1 Sweep stairs and landings.
- 16.1.3.2 Dust handrails and ledges.
- 16.1.3.3 Completely clean all glass and polish handrails to a high gloss shine.

16.1.4 Floor Covering:

- 16.1.4.1 Carpet: Vacuum from corner to corner, pick up staples, paper

clips, etc. and spot treatment of carpet stains shall be performed so that no spot shall remain untreated in excess of one working day.

- 16.1.4.2 Ceramic: Tile Dust mop entire floor. Auto scrub (centrifugal brush machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.
- 16.1.4.3 Terrazzo: Dust mop entire floor. Auto scrub (pad driven machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.
- 16.1.4.4 Unpolished Granite: Dry mop or vacuum and spot clean.
- 16.1.4.5 VCT Tile: Sweep and mop removing all stains with disinfectant detergent.
- 16.1.4.6 Spots and gum on all floor coverings shall be performed so that no spot shall remain untreated in excess of one working day.
- 16.1.4.7 Floor molding will be maintained in a dust free condition.
- 16.1.4.8 Clean inside and outside door mats of dirt and debris.
- 16.1.4.9 Sweep and clean entrance thresholds removing all debris and trash.

#### 16.1.5 Glass and Windows:

- 16.1.5.1 Spot clean all glass – windows, doors (inside and out), walls, entries and partitions (includes entry doors and sidelights to building) and glass desktops.

#### 16.1.6 Wall/Wall Coverings:

- 16.1.6.1 Dust and remove all smudges and fingerprints on walls, wall coverings and wall hangings.
- 16.1.6.2 Wall coverings must be dust free.
- 16.1.6.3 Any tape on walls will be removed daily.
- 16.1.6.4 Graffiti will be removed from walls upon discovery.
- 16.1.6.5 Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be written and left in ‘comment section’ of nightly roster.

#### 16.1.7 Dusting and Furniture Care:

- 16.1.7.1 Dust all exposed areas on desks, other work surfaces, cabinets, shelves and lamps. Do not clean computers or computer monitors.
- 16.1.7.2 Clean and disinfect all tabletops, counter tops and appliance exteriors in all kitchen areas of building.

16.1.7.3 Dry dust all electronics.

16.1.8 Miscellaneous Cleaning Services:

- 16.1.8.1 Empty all wastebaskets in building.
- 16.1.8.2 Install new waste basket liners, replace as necessary.
- 16.1.8.3 Clean and sanitize wastebaskets, trash cans as needed.
- 16.1.8.4 Remove all trash to designated area.
- 16.1.8.5 Clean, disinfect, and polish all drinking fountains to a high gloss shine.
- 16.1.8.6 Clean and disinfect all walls, wall switches and thermostats of finger marks and smudges.
- 16.1.8.7 Clean, disinfect, and polish all metal doorknobs, pulls, push plates, handles, etc.
- 16.1.8.8 Dust and remove all smudges and fingerprints on doors.
- 16.1.8.9 Clean and disinfect all telephones weekly.
- 16.1.8.10 Clean table tops, chairs, counter tops, sinks, and appliance exteriors in all lounges, kitchens, meeting rooms, etc.
- 16.1.8.11 Maintain custodial closets in a clean and orderly condition.
- 16.1.8.12 Remove all cobwebs daily throughout the building.
- 16.1.8.13 Turn all lights off when leaving each work area.

16.1.9 Stairways:

- 16.1.9.1 Sweep, mop or vacuum stair landings and steps; dust railings, ledges, grills, fire apparatus, doors and radiators.

16.1.10 Exterior:

- 16.1.10.1 Within twenty-five (25) feet of the facility – pick up trash and sweep entrances, landings, steps, and sidewalks emptying all receptacles and replacing with new liners  
\* **AMENDED 12.14.15**

\*16.2 WEEKLY SERVICE: All above, plus.

16.2.1 Restrooms (including private):

- 16.2.1.1 Dust hard to reach areas including all a/c and return air vents.
- 16.2.1.2 Wash and disinfect stall partitions, doors and walls completely with disinfectant solution.

16.2.2 Elevators (where applicable)

- 16.2.2.1 Sweep/vacuum and mop granite floors.

16.2.3 Center Public Stairway (where applicable)

16.2.3.1 Wet mop stairs and landings (include all exposed areas).

\*16.2.4 Floor Covering:

16.2.4.1 Unpolished granite – Sweep and/or vacuum and wet mop with disinfectant detergent.

16.2.4.2 VCT Tile: Sweep, mop with disinfectant detergent and spray buff.

16.2.4.3 Terrazzo: Dust mop entire floor. Auto scrub (pad driven machine) entire floor. Chemical used must be approved by Facilities Operations Manager before use. Once approved chemical has been applied to floor allow it to rest on floor for several minutes but do NOT allow it to dry on any of the floor surface. After several minutes auto scrub (pad driven machine) entire floor. Buff entire floor with slow speed floor machine using Snap Back. Do NOT use a propane burnisher on any floors in our buildings.

16.2.4.4 Ceramic Tile: Dust mop entire floor. Auto strip (centrifugal brush machine) entire floor. Chemical used must be approved by Facilities Operations Manager before use.

16.2.4.5 Remove gum from all carpeted areas, rugs, and floor mats. Remove gum from the facility entrances.

16.2.5 Dusting and Furniture Care:

16.2.5.1 Vacuum upholstered furniture weekly.

16.2.5.2 Thoroughly dust bookshelves, horizontal furniture surfaces, as well as vertical surfaces and under surfaces such as knee wells, chair rungs, table legs, etc.

16.2.5.3 Damp wipe all glass in doors, partitions, pictures, and bookcases.

16.2.5.4 Damp wipe and polish marble wall surfaces and wainscoting..

16.2.5.5 Damp wipe all granite tables and tops.

16.2.5.6 Dust all venetian blinds.

16.2.5.7 Clean and polish metal door thresholds.

16.2.6 Stairwells: Clean all emergency stairwells in building:

16.2.6.1 Sweep stairs and landings.

16.2.6.2 Wet mop stairs and landings.

16.2.6.3 Dust handrails and ledges.

16.2.6.4 Spot clean walls and doors.

16.2.7 Interior Windows:

- 16.2.7.1 Windowsills will be free of dust and debris.
- 16.2.7.2 Cobwebs will be removed.
- 16.2.7.3 Spot clean all interior glass.

16.3 MONTHLY: All above, plus.

16.3.1 Restrooms (including private):

- 16.3.1.1 Machine scrub all restroom tile floors.
- 16.3.1.2 Clean and dust all light fixtures, grilles and hard to reach areas.

16.3.2 Elevators:

- 16.3.2.1 Dust and clean all ceiling panels and high ledges.
- 16.3.2.2 Dust frames and lights.
- 16.3.2.3 Remove all spider webs.
- 16.3.2.4 Wash walls and doors.

16.3.3 Dusting and furniture care:

- 16.3.3.1 Dusting ceiling lights. Remove all spider webs and bugs as needed.
- 16.3.3.2 Vacuum upholstered furniture and dust edges.
- 16.3.3.3 Vacuum under and behind upholstered furniture.
- 16.3.3.4 Vacuum under any removable cushions.
- 16.3.3.5 Dust or vacuum window shades.
- 16.3.3.6 Dust shelf canopies (top) and empty shelves.
- 16.3.3.7 Wash venetian blinds as needed or requested by the Fort Bend County designated representative.

16.3.4 Floor Coverings

- 16.3.4.1 Unpolished granite – Auto scrub (pad driven machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.

16.4 BI-MONTHLY: All above, plus:

16.4.1 Floor Drains

- 16.4.1.1. Ensure all floor drains are filled with at least 2 gallons of water twice per month to prevent p-traps from drying out. The date maintenance was performed should be marked on calendar in the custodial closet at each building location.

16.5 SEMI-ANNUAL:

Set schedule will be agreed on with contractor and Facilities and Parks Operations Manager where applicable (First time between July 1<sup>st</sup> and September 1<sup>st</sup> and second time between January 1<sup>st</sup> and March 1<sup>st</sup>).

16.5.1 VCT Tile floor covering:

16.5.1.1 Strip and apply five (5) coats of Diversey Vectra floor finish.

16.5.2 Carpets:

16.5.2.1 Shampoo all carpeting: Complete shampooing by a method approved by Facilities or Parks Operations Manager at least once a year, only upon request of Facilities or Parks. Some areas will be shampooed semi-annual, while others will be excluded entirely. Schedule is to be approved by County.

16.5.3 Terrazzo:

16.5.3.1 Top scrub off old finish (do not remove sealer).

16.5.3.2 Re-coat with Diversey Vectra floor finish – applying 4 coats of the Vectra.

EXCEPTION: Community Centers' flooring must be completed every 45 days.

16.5.4 Interior Glass:

16.5.4.1 Clean and shine all interior windows and blinds in building.  
\* AMENDED 12.14.15

16.5.5 Skylights

16.5.5.1 Clean and shine interior and exterior of skylights if applicable.

**\* AMENDED 12.14.15**

16.5.5 Skylights

16.5.5.1 Clean and shine interior and exterior of skylights if applicable.

**\*17.0 PRICING AND STAFFING BY LOCATION:**

Indicate price per month and proposed number of staffing for each location based on the service requirements listed above.

**Services are required Monday-Friday each week unless otherwise stated per location.**

Kitty Hollow Park Offices,  
Monday – Friday  
(4,275 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459

\$ 510<sup>00</sup> /mo. 2 /staff

\*Dew House First Floor (in Kitty Hollow Park)  
after events only, between 5:00pm-10:00pm  
(estimated 1,200 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459

\$ 45<sup>00</sup> /ea. 1 /staff

Mustang Community Center and Restrooms,  
Monday – Friday  
(4,135 sq. ft.)  
4521 FM 521 North  
Fresno, TX 77545

\$ 580<sup>00</sup> /mo. 2 /staff

Fifth Street Community/Boys & Girls Club,  
Monday – Friday  
(18,059 sq. ft.)  
3110 5<sup>th</sup> Street  
Stafford, TX 77545

\$ 1100<sup>00</sup> /mo. 2 /staff

Freedom Park, Monday/Wednesday/Friday  
(2,304 sq. ft.)  
18050 Westheimer Pkwy  
Houston, TX 77094

\$ 425<sup>00</sup> /mo. 2 /staff

Four Corners Park and Outdoor Restroom,  
Monday – Friday  
(2,649 sq. ft.)  
15700 Old Richmond Road  
Sugar Land, TX 77478

\$ 560<sup>00</sup> /mo. 2 /staff

**Total Annual Price:** \$ 38,640<sup>00</sup>

Pinnacle Senior Center  
(9,785 sq. ft.)  
5525 Hobby Road #C  
Houston, TX 77053

\$ 1,280<sup>00</sup> /mo. 2 /staff

**Total Annual Price:** \$ 15,360<sup>00</sup>

**18.0 AWARD:**

- 18.1 Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- 18.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

**19.0 CONTRACTUAL OBLIGATIONS:**

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

**20.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 20.1 Vendor Form
- 20.2 W9 Form
- 20.3 Tax Form/Debt/Residence Certification
- 20.4 Contractor Acknowledgement of Stormwater Management Program

**EXHIBIT TWO:  
FIRST AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**FIRST AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and High Quality Cleaning Services (hereinafter "Contractor") a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Contractor executed the AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034 on or about February 23, 2016, attached hereto as Exhibit One incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- I. As allowed by Article V, "Term" the Agreement is hereby renewed; effective as of April 1, 2017 through March 31, 2018. Pricing and staffing for services shall be in accordance with Exhibit B, attached and incorporated to this First Amendment.
- II. The Maximum Compensation shall be an amount not to exceed \$59,880.00 for the Scope of Services provided during the 2017-18 Renewal Period. In no case shall the amount paid by County to Contractor under the Agreement or this First Amendment exceed the Maximum Compensation stated for each term without an approved change order. The Maximum Compensation is subject to Article III, "Compensation and Payment" and Article IV "Limit of Appropriation" requirements of Exhibit One; as well as any and all certification of funds signed by the Fort Bend County Auditor.
- III. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

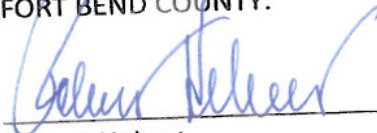
*Remainder left blank*

*Execution page follows*


IV. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert Hebert  
County Judge

HIGH QUALITY CLEANING SERVICES:

  
\_\_\_\_\_  
Signature  
Heriberto President  
Printed Name and Title

March 28, 2017  
\_\_\_\_\_  
Date

03-09-17  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$59,880.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

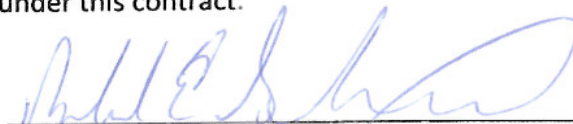
  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

Exhibit One: AGREEMENT FOR JANITORIAL SERVICES PURSUANT TO RFP 16-034  
executed on or about February 23, 2016

Exhibit B: 2017-2018 Pricing and Staffing by Location

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# **EXHIBIT B:**

## **2017-2018 PRICING AND STAFFING BY LOCATION**

**AS ATTACHED TO  
FIRST AMENDMENT TO  
AGREEMENT FOR JANITORIAL SERVICES  
PURSUANT TO RFP 16-034**

**2017-2018 PRICING AND STAFFING BY LOCATION:**

Kitty Hollow Park Offices,  
Monday – Friday  
(4,275 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459 \$ 600/mo. 2/staff

\*Dew House First Floor (in Kitty Hollow Park)  
after events only, between 5:00pm-10:00pm  
(estimated 1,200 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459 \$ 45/ea. 2/staff

Mustang Community Center and Restrooms,  
Monday – Friday  
(4,135 sq. ft.)  
4521 FM 521 North  
Fresno, TX 77545 \$ 670/mo. 2/staff

Fifth Street Community/Boys & Girls Club,  
Monday – Friday  
(18,059 sq. ft.)  
3110 5<sup>th</sup> Street  
Stafford, TX 77545 \$ 1250/mo. 2/staff

Freedom Park, Monday/Wednesday/Friday  
(2,304 sq. ft.)  
18050 Westheimer Pkwy  
Houston, TX 77094 \$ 495/mo. 2/staff

Four Corners Park and Outdoor Restroom,  
Monday – Friday  
(2,649 sq. ft.)  
15700 Old Richmond Road  
Sugar Land, TX 77478 \$ 650/mo. 2/staff

**Total Annual Price: \$ 44,520**

Pinnacle Senior Center  
(9,785 sq. ft.)  
5525 Hobby Road #C  
Houston, TX 77053 \$ 1,280/mo. 2/staff

**Total Annual Price: \$ 15,360**

**EXHIBIT C:  
2018-2019 PRICING AND STAFFING BY LOCATION**

**2018-2019 PRICING AND STAFFING BY LOCATION:**

Kitty Hollow Park Offices,  
Monday – Friday  
(4,275 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459 \$ 600/mo. 2/staff  
Two (2) Additional Outdoor Restrooms + \$ 220/mo.  
Location Total \$ 820/mo.

Dew House First Floor (in Kitty Hollow Park)  
after events only, between 5:00pm-10:00pm  
(estimated 1,200 sq. ft.)  
9555 Hwy 6 South  
Missouri City, TX 77459 \$ 45/ea. 2/staff

Mustang Community Center and Restrooms,  
Monday – Friday  
(4,135 sq. ft.)  
4521 FM 521 North \$ 670/mo. 2/staff  
Fresno, TX 77545

Fifth Street Community/Boys & Girls Club,  
Monday – Friday  
(18,059 sq. ft.)  
3110 5<sup>th</sup> Street  
Stafford, TX 77545 \$ 1250/mo. 2/staff

Freedom Park, Monday/Wednesday/Friday  
(2,304 sq. ft.)  
18050 Westheimer Pkwy  
Houston, TX 77094 \$ 495/mo. 2/staff

Four Corners Park and Outdoor Restroom,  
Monday – Friday  
(2,649 sq. ft.)  
15700 Old Richmond Road  
Sugar Land, TX 77478 \$ 650/mo. 2/staff

**Total Annual Price: \$ 47,160**

Pinnacle Senior Center  
(9,785 sq. ft.)  
5525 Hobby Road #C  
Houston, TX 77053 \$ 1,280/mo. 2/staff

**Total Annual Price: \$ 15,360**