

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**CONTRACT BETWEEN  
TEXAS JUVENILE JUSTICE DEPARTMENT  
AND  
TIBH INDUSTRIES, INC.  
WITH  
RELIEF ENTERPRISE, INC.  
FOR  
JANITORIAL SERVICES FOR CENTRAL OFFICE – BRAKER H BUILDING – SUITE A**

This contract is by and between the **Texas Juvenile Justice Department**, hereinafter “TJJD”, and **TIBH Industries, Inc., 1011 East 53<sup>rd</sup> ½ Street, Austin, Texas 78751** hereinafter “TIBH” which has assigned the performance of this Contract to Relief Enterprise, Inc., hereinafter “Performing Party” for the provision of janitorial services, as detailed in Exhibit A herein, at TJJD’s Central Office located at 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758. This contract is identified as Contract Number **CON0000427**.

This Contract is entered into under the authority of Chapter 122, Title 8, Human Resources Code, for the mutual considerations described in this contract.

**SECTION I  
GENERAL ITEMS**

**A. TERM**

This contract shall begin September 1, 2015 and shall remain in effect through August 31, 2016. The Contract may be extended up to three (3) additional one-year periods, provided that both parties agree in writing to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

**B. DESIGNATION OF KEY PERSONNEL**

TIBH’s Contract Manager shall be Abby Monk, Phone: (512) 451-8145, Email Address: [amonk@tibh.org](mailto:amonk@tibh.org). TJJD’s Contract Manager shall be William Walk, Phone: (512) 490-7265, Email Address: [william.walk@tjjd.texas.gov](mailto:william.walk@tjjd.texas.gov). TJJD and TIBH resolve to keep the same key personnel assigned to this contract throughout its term. In the event that it becomes necessary for the TIBH to replace any key personnel, the replacement will be an individual having equivalent experience in executing projects such as the one described herein. Additionally, TIBH will promptly notify the TJJD Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION II  
SCOPE OF WORK**

TIBH shall ensure that Performing Party performs the janitorial services for TJJD Central Office 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, as set forth in Exhibit A, Janitorial Scope of Work.

**A. RESPONSIBILITIES OF TIBH OR THE PERFORMING PARTY**

TIBH or the Performing Party shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in Exhibit A. In the event that the need arises for TIBH to perform services beyond those stated in the Scope of Work, TIBH and TJJD shall negotiate mutually agreeable terms and compensation for completing the additional services.

**B. TIBH’S OBLIGATIONS**

TIBH and the Performing Agency shall fully and timely provide all services described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

### **C. TASKS**

In order to accomplish the work described herein, the TIBH and Performing Party shall perform each of the tasks as detailed in Exhibit A.

## **SECTION III COMPENSATION**

### **A. CONTRACT AMOUNT**

TIBH will be paid monthly as set forth in the Bid Pricing Schedule, attached hereto as Exhibit B. In consideration for the services to be performed under this Contract, TIBH shall be paid an amount not-to-exceed \$9,395.03 monthly and \$112,740.36 annually for all fees and expenses for the initial term.

### **B. PAYMENT FOR SERVICES**

TIBH shall submit invoices to the TJJD Accounting Department. Invoices shall be submitted after the services are completed. Each invoice must contain a unique invoice number, the purchase order number, and the TJJD contract number.

TJJD will pay TIBH monthly for services rendered during the previous month, within thirty (30) days from receipt of proper invoice from TIBH. All rates are included on Exhibit B, Bid Pricing Schedule.

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

Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.0551 that payment owing to the TIBH under this contract will be applied toward elimination of TIBH's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

### **C. PRICE INCREASES**

Price increases are not applicable without prior approval of TJJD or the Texas Council on Purchasing from People with Disabilities or its successor. Price increases in subsequent renewal periods shall be in line with the current Consumer Price Index (CPI). TJJD will negotiate a lower rate if it determines that the rate increase is higher than the CPI.

## **SECTION III CERTIFICATIONS**

### **Article 1: Equal Opportunity**

TIBH and the Performing Party certify compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

### **Article 2: Unfair Business Practices**

TIBH and the Performing Party certify that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of TIBH has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

### **Article 3: Franchise Taxes**

**Section 1:** TIBH and the Performing Party certify that they are exempt from payment of Texas franchise taxes.

**Section 2:** TIBH and the Performing Party certify that should either party become subject to payment of Texas franchise taxes, all franchise taxes shall be timely paid. If such certification is false this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

**Section 3:** If TIBH or the Performing Party become subject to payment of Texas franchise taxes and either party's payment of Texas franchise taxes becomes delinquent during the term of this contract, that party will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of the contract.

### **Article 4: Asbestos Regulation Compliance**

If applicable, TIBH and the Performing Party certify compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of TIBH's AHERA Management Plan for each facility TIBH owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, TIBH and the Performing Party shall provide to TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the their AHERA Asbestos Management Plan(s). TIBH and the Performing Party shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

### **Article 5: Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** TIBH and the Performing Party certify compliance with the HIV Services Act, Health and Safety Code, Section 85.001, et seq., requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

**Section 2:** TIBH and the Performing Party further certify that workplace guidelines have been developed and implemented. TIBH may elect to use workplace guidelines developed and implemented by TJJD. Should either party not elect to use workplace guidelines developed and implemented by TJJD, TIBH and the Performing Party agree their workplace guidelines shall be similar to TJJD's as required by §85.113, Texas Health & Safety Code.

**Section 3:** In the absence of confidentiality guidelines, TIBH and the Performing Party are not eligible to receive state funds, and both parties agree to refund to the state any state funds they TIBH receive while ineligible.

### **Article 6: Communicable Disease Prevention & Control Act Compliance**

TIBH and the Performing Party certify compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, Texas Health & Safety Code, Section 81.001, et seq.

### **Article 7: Federal Confidentiality Compliance**

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. TIBH and the Performing Party certify compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2] and agree to comply with said requirements for so long as this contract is in force.

### **Article 8: Restriction on Possession of Weapons**

TIBH and Performing Party agree that TIBH or any associates providing services on behalf of TIBH shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code.

**Article 9: Required Disclosure of Lobbyist Activity**

TIBH and the Performing Party agree that if any person who is an employee of, director of, subconsultant, or subcontractor for TIBH or Performing Party is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. TIBH or Performing Party shall notify TJJD Director of Business Operations and Contracts and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

**Article 10: Notification to TJJD of Subconsultants & Subcontractors**

**Section 1:** TJJD shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by TIBH or the Performing Party in performing or assessing the performance of TIBH's duties under this contract if paid or anticipated to be paid an amount exceeding \$5,000.00 during the term of this contract, and they are subject to the approval of TJJD; said approval will not be unreasonably withheld.

**Section 2:** No contractual relationship will exist between TIBH's or Performing Party's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

**Section 3:** TIBH and the Performing Party shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

**Article 11: Compliance with Child Support, §231.006, Family Code**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. TIBH AND THE PERFORMING PARTY MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For nonprofit corporations with no identifiable owner of twenty-five percent (25%) or more of the corporation, indicate with "none" on the first line below.

**None**

\_\_\_\_\_  
Name, Social Security Number, Percent (%)

**Article 12: Compliance with §572.054, Texas Government Code, Former Officer or Employee of TYC/TJJD**

TIBH and the Performing Party certify compliance with §572.054, Texas Government Code. TIBH and the Performing Party have not employed a former officer or employee of TYC or TJJD to perform services on their behalf, to secure this contract or to represent TIBH in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

**Article 13: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency**

TIBH and the Performing Party certify compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired

employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." TIBH and the Performing Party certify that they are not prohibited from entering into this contract because of any prior employment with TYC or TJJJ.

#### **Article 14: Specially Designated Nationals and Blocked Persons List**

TIBH and the Performing Party certify that they are not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

TIBH and Performing Party certify that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that TIBH and Performing Party are in compliance with the State of Texas statutes and rules relating to procurement and that TIBH and the Performing Party are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

#### **Article 15: Terrorism**

The Texas Juvenile Justice Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing service providers/vendors with the Federal System for Award Management <https://www.sam.gov> which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

#### **Article 16: Fingerprint and Background Check**

Performing Party will provide proof of successful criminal background and finger print checks on all persons providing services under this Agreement. Criminal background checks shall be conducted at Performing Party's expense for each of the Performing Party's employees. Any Performing Party employee who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Performing Party employee shall not work under this agreement until the criminal background/finger print check proof is received and verified by TJJJ. TJJJ will not pay for the finger print and background checks.

#### **Article 17: Convictions for Hurricane Katrina or Rita**

Under Section 2155.006, Government Code, the TIBH and Performing Party certify that the individual or business entities named in this bid or contract are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

#### **Article 18: Antitrust**

TIBH and Performing Party represent and warrant that neither TIBH nor Performing Party, nor any firm, corporation, partnership, or institution represented by TIBH or Performing Party, or anyone acting for such firm, corporation, partnership, or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or federal antitrust laws; or (2) communicated directly or indirectly the contents of the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

#### **Article 19: Intellectual Property Indemnification**

To the extent of the Texas Constitution, TIBH and the Performing Party will indemnify, defend and hold harmless the State of Texas and Texas Juvenile Justice Department against any action or claim brought against the State of Texas and/or Texas Juvenile Justice Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. TIBH or the Performing Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or Texas Juvenile Justice Department in a judgment or settlement.

If Texas Juvenile Justice Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of Texas Juvenile Justice Department, TIBH or the Performing Party shall, at its sole expense (1) procure for Texas Juvenile Justice Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**Article 20: Contracting with Executive Head of State Agency**

Under Government Code §669.003, relating to contracting with an executive of a state agency, TIBH and the Performing Party represent that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Youth Commission, Texas Juvenile Justice Department or any other state agency, was involved with or has any interest in this contract. If TIBH or the Performing Party employ or have used the services of a former executive head of Texas Youth Commission, Texas Juvenile Justice Department or other state agency, then that party shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with TIBH or Performing Party, and date of employment with that party.

**Article 21: Abandonment or Default**

If TIBH or the Performing Party defaults on the contract, Texas Juvenile Justice Department reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible service provider. The defaulting party will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

In accordance with §2261.101, Government Code Remedies and Sanctions – agencies shall incorporate language which shall hold TIBH or the Performing Party accountable for breach of contract or substandard performance without unfairly limiting competition.

**Article 22: Certain Bids and Contracts Prohibited**

Under Government Code § 2155.004, no person who prepared the specifications or this contract has any financial interest in TIBH or the Performing Party's Contract. If TIBH or the Performing Party is not eligible, then the contract shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor [TIBH and the Performing Party] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**Article 23: Gifts and Gratuity**

By executing this agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

**Article 24: Debarment**

TIBH and the Performing Party certify that each entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that TIBH and the Performing Party are in compliance with the State of Texas statutes and rules relating to procurement and that neither party is listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

**Article 25: By signature hereon, the provider certifies that:**

All statements and information prepared and submitted in the response to this contract are current, complete and accurate.

## SECTION IV GENERAL PROVISIONS

### **Article 1: Relationship of Parties**

TIBH and the Performing Party are acting as independent contractors and are wholly responsible for the day-to-day operations of their programs and employees. No joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of TIBH or Performing Party shall become an employee of TJJJ by virtue of this contract.

### **Article 2: Indemnity**

TIBH and the Performing Party agree to be liable for, and hereby do indemnify and hold harmless TJJJ and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts, or intentional or negligent omissions on the part of TIBH, Performing Party, and all officers, directors, agents, representatives, employees, subcontractors, subcontractors' employees, or visitors of TIBH or Performing Party, which may arise out of or could result from this contract.

### **Article 3: Liability Insurance**

**Section 1:** Performing Party shall maintain liability insurance in the amount of \$300,000 for each occurrence of negligence.

**Section 2:** Performing Party shall provide proof of insurance documents to the TJJJ Director of Business Operation and Contracts, upon request.

**Section 3:** The required insurance coverage must be maintained during the full term of this contract and any subsequent extensions in the above stated amount. Failure to maintain the required insurance coverage may result in termination of this contract or any other administrative error sanctions.

### **Article 4: Administrative Error Sanctions**

**Section 1:** TJJJ, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

- a. Require TIBH or the Performing Party to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recoup payment made to TIBH; and/or
- c. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assess liquidated damages for each instance of non-compliance with the terms of this contract; and/or
- e. Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment.

**Section 2:** TIBH and the Performing Party shall cooperate fully with TJJJ and its authorized representative in carrying out corrective action plans.

### **Article 5: Termination**

**Section 1:** TIBH or the Performing Party may terminate, for convenience, its obligations under this contract by giving thirty (30) calendar days written notice.

**Section 2:** TJJJ may terminate, for convenience, its obligations under this contract by giving thirty (30) calendar days written notice, or immediately in the event breach of contract by TJJJ.

**Section 3:** TJJJ shall terminate this contract, by giving thirty (30) calendar days written notice, in the event that TJJJ is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Article 6: Funding Out Clause**

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of this Termination Article shall apply. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

**Article 7: Waiver**

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

**Article 8: Severability**

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

**Article 9: Contract Amendment**

No other agreements or amendments, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part thereof. TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors or increase the "not to exceed" amount if necessary for continuation of services.

**Article 10: Notice of Changes**

**Section 1:** TIBH and the Performing Party shall notify TJJJ immediately in writing in advance of any significant change affecting TIBH or Performing Party, including but not limited to change of name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

**Section 2:** TIBH and the Performing Party shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJJ.

**Article 11: Notice**

Required notices shall be provided to the parties as follows:

Notices to TJJJ: Texas Juvenile Justice Department, Attn: Director of Business Operations and Contracts, P.O. Box 12757, Austin, Texas 78711.

Notice to Performing Party: Relief Enterprise, Inc., 6448 Highway 290 East, Suite E-111, Austin, TX 78723.

Notices to TIBH: TIBH Industries, Inc., 1011 East 53<sup>rd</sup> ½ Street, Austin, TX 78751.

**Article 12: Venue**

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

**Article 13: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to this contract shall use the procedures contained in this article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 16 shall be followed thereafter.

**Section 2:** Informal Resolution: TIBH, Performing Party, and TJJJ staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TJJJ staff are encouraged to utilize the following mechanism to resolve problems.

**Section 3:** Formal Resolution:

- a. TIBH, Performing Party, or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

**Section 4:** Appeal: A party desiring to appeal the decision may do so within ten (10) business days by writing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was resolved by the designated contact; or Director of Business Operations and Contracts if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within fourteen (14) working days; responses will be sent to the individual or program who submitted it; designated contact; designated contact's supervisor; and Director of Business Operations and Contracts.

**Article 14: Claims for Breach of Contract**

**Section 1:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Juvenile Justice Department, TIBH, and Performing Party to attempt to resolve any claim for breach of contract made by TIBH or Performing Party.

- a. TIBH's or Performing Party's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, TIBH or Performing Party shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Juvenile Justice Department, TIBH, and Performing Party otherwise entitled to notice under the parties' contract. Compliance by TIBH with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is TIBH's and Performing Party's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Juvenile Justice Department if the parties are unable to resolve their disputes under subparagraph A of this paragraph.
- c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Juvenile Justice Department nor any other conduct of any representative of the Texas Juvenile Justice Department relating to the contract shall be considered a waiver of sovereign immunity to suit.

**Section 2:** The submission, processing and resolution of TIBH's or Performing Party's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

**Section 3:** Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by TIBH or Performing Party, in whole or in part.

**Article 15: No Third Party Beneficiaries**

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

**Article 16: Audit Clause**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. TIBH and Performing Party shall ensure that this paragraph, concerning the authority to audit funds received indirectly by subcontractors through TIBH and the requirement to cooperate, is included in any subcontract it awards.

TIBH and Performing Party shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. TIBH and Performing Party shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. TIBH and Performing Party shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. TIBH and Performing Party shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. TIBH's or Performing Party's failure to comply with this Article shall constitute a material breach of this Contract and shall authorize TJJD to immediately assess the liquidated damages. TJJD may require, at TIBH's or Performing Party's sole cost and expense, independent audits by a qualified certified public accounting firm of TIBH's or Performing Party's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to TIBH or Performing Party. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

This Contract may be amended unilaterally by TJJD to comply with any rules and procedures of the State Auditor.

**Article 17: Default**

If TIBH or the Performing Party defaults on the contract, TJJD reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible service provider. The defaulting party will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

**Article 18: Debt Owed to State of Texas**

TIBH and the Performing Party agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**Article 19: Buy Texas**

The Performing Party represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

**Article 20: Specifications**

The services performed shall be in accordance with the purchase specifications herein. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of TIBH and the Performing Party.

**Article 21: Access to Information**

TIBH and the Performing Party are required to make any information created or exchanged with TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TJJD. TIBH and the Performing Party agree to provide TJJD with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

**Article 22: Verification of Worker Eligibility Clause**

1. If TIBH or Performing Party is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at time of contract award, TIBH and Performing Party shall:
  - a. Enroll in the E-Verify program within 30 calendar days of contract award; and thereafter
  - b. Use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of TIBH and Performing Party employed during the contract term to

- perform duties within Texas and all persons (including subcontractors) assigned by the contractor to perform work pursuant to this contract, within the United States.
2. If TIBH and Performing Party are enrolled in E-Verify at time of contract award, TIBH and Performing Party shall use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of TIBH employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the contractor to perform work pursuant to this contract, within the United States
  3. TIBH and Performing Party shall comply with the requirements of the E-Verify program Memorandum of Agreement (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates TIBH's or Performing Party's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJJ may terminate this contract.
  4. TIBH and Performing Party shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.
  5. TIBH and Performing Party shall provide, upon request of TJJJ, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of TIBH's employees, subcontractors, and subcontractors' employees that meet the criteria above, provided that such dissemination has been authorized in advance by SSA or DHS for legitimate purposes.
  6. If TIBH or Performing Party fail to comply with the requirements of this clause, TJJJ may terminate this contract, withhold payment, or impose other administrative error sanctions.
  7. The requirements of this clause only apply to contracts for services or construction.

**Article 23: Assignment**

Without the prior written consent of TJJJ, TIBH or the Performing Party may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

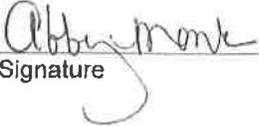
**Article 24: Compliance with Other Laws**

In the execution of this Contract, TIBH and the Performing Party shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. TIBH and the Performing Party shall be familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

**Article 25: Execution Authority**

TIBH and the Performing Party represent and warrant that the individuals signing this Contract are authorized to sign this document on behalf of their respective parties and to bind their respective parties under this contract.

For TIBH:

 Abby Monk Regional Marketing Manager 8/28/2015  
Signature Printed Name Title Date

For Performing Party:

Digitally signed by Calvin Williams  
DN: cn=Calvin Williams, o=Relief Enterprise,  
inc., ou=IT of TJ, email=calv@reliefenterprise.org, c=US  
Date: 2015.08.28 12:54:01 -0500  
**Calvin Williams** Calvin Williams, COO 08/28/2015  
Signature Printed Name Title Date

For the Texas Juvenile Justice Department:

 8/18/15  
David Reilly, Executive Director Date

Approved as to form:

 8/18/2015  
Benjamin Bellomy, TJJD Attorney Date

**Exhibit A**

**Janitorial Scope of Work - Day Porter Services (11209 Metric Blvd 8:00-5:00)**

**Enter " X " in column(s) to identify when the requested service is required**

**Clean All Restrooms**

<b>Task</b>	<b>Comments</b>
Clean and Disinfect Toilets and Urinals	DAILY
Clean and Disinfect Sinks and Countertops	DAILY
Clean and Sanitize Bathroom Fixtures	DAILY
Clean, Sanitize and Replenish All Bathroom Dispensers	DAILY
Wet Mop and Disinfect Restroom Floor (after sweeping) With Disinfectant	DAILY
Empty Trash/ Garbage Cans & REPLACE LINERS (including recycling bins)	DAILY
Check and Replace Automatic Deodorizer as necessary	DAILY
Clean Mirrors and Restroom Stall Dividers	DAILY
	DAILY

**Clean Reception Areas and Lobby Areas**

<b>Task</b>	<b>Comments</b>
Dry and Wet Mop as necessary to remove spills With Disinfectant	DAILY
Empty Trash / Garbage Cans (including recycling bins)	DAILY
Clean and Sanitize Water Fountains and Vending Machine Exteriors & ICE MACHINE	DAILY
Clean Interior & Exterior of Lobby Doors and Windows as necessary	DAILY
Check and Replace Automatic Deodorizer as necessary	DAILY
	DAILY

**Clean Hallways and Walkways**

<b>Task</b>	<b>Comments</b>
Dry and Wet Mop as necessary to remove spills With Disinfectant	DAILY
Clean Interior & Exterior of Door Windows	DAILY
	DAILY

**Clean Break Rooms and Client Waiting Room**

<b>Task</b>	<b>Comments</b>
Wet Mop and Disinfect Break Room Floor With Disinfectant	DAILY
Dry and Wet Mop as necessary to remove spills	DAILY
Empty Trash / Garbage Cans (including recycling bins)	DAILY
Clean Interior & Exterior of Door Windows	DAILY
Clean & Disinfect Countertops, Table Tops	DAILY
Check and Replace Automatic Deodorizer as necessary	DAILY
	DAILY

**General Facility Cleaning**

<b>Task</b>	<b>Comments</b>
Spot Clean partitions, walls, doors, and baseboards	DAILY
Empty Smoke Stands	DAILY
Spot Clean around all light switches and door levers	DAILY
Empty Trash Receptacles	DAILY
Clean Elevator Cab(s) (in facilities with elevators)	DAILY
Clean exterior area of building within 25 feet of the structure to remove trash, cigarette butts, and other debris	DAILY
Dust sweep and wet mop stairwells with disinfectant	

**JANITORIAL SCOPE OF WORK - DAY PORTER SERVICES**

**Janitorial Scope of Work - Evening Services (11209 Metric Blvd.)**

**Enter " X " in the column(s) for the desired frequency of service**

**Clean All Offices**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Vacuum Carpet and any Rugs	<b>X</b>					Windsor Sensor XP 15 and it is hypo-allergenic with HEPA filter
Dry and Wet Mop all hard surface floors With Disinfectant	<b>X</b>					
Dust/ Wipe Office Furniture/Air Vents/Diffusers		<b>X</b>				This includes the ceiling lights; along the walls up 8'
Empty Trash / Garbage Cans & Replace Liners	<b>X</b>					
Spot clean carpet and hard surface floors as necessary	<b>X</b>					<b>AS NEEDED</b>
Clean Interior of Windows				<b>X</b>		
Clean Exterior of Windows				<b>X</b>		
Polish and Buff all hard surface floors				<b>X</b>		
Strip / Wax / Buff hard surface floors		<b>X</b>				
Steam / Scotch Guard Carpet and any Rugs					<b>X</b>	January and August

**Clean All Restrooms**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Clean and Disinfect Toilets and Urinals	<b>X</b>					
Clean and Disinfect Sinks and Countertops	<b>X</b>					
Clean and Sanitize Bathroom Fixtures	<b>X</b>					
Clean, Sanitize and Replenish All Bathroom Dispensers	<b>X</b>					
Wet Mop and Disinfect Restroom Floor (after sweeping) With Disinfectant	<b>X</b>					
Empty Trash / Garbage Cans (including recycling bins) & Replace Liners	<b>X</b>					
Check and Replace Automatic Deodorizer as necessary	<b>X</b>					
Spot clean carpet and hard surface floors as necessary	<b>X</b>					
Clean Interior of Windows	<b>X</b>					
Polish and Buff all hard surface floors			<b>X</b>			
Strip / Wax / Buff all hard surface floors					<b>X</b>	January and August

**Clean Reception Areas and Lobby Areas**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Vacuum Carpet and any Rugs	<b>X</b>					Windsor Sensor XP 15 and it is hypo-allergenic with HEPA filter
Dry and Wet Mop all hard surface floors With Disinfectant	<b>X</b>					
Dust / Wipe Office Furniture Air Vents/Diffusers		<b>X</b>				This includes the ceiling lights; along the walls up 8'
Empty Trash / Garbage Cans (including recycling bins) & Replace Liners	<b>X</b>					

**JANITORIAL SCOPE OF WORK - EVENING SERVICES**

**Janitorial Scope of Work - Evening Services (11209 Metric Blvd.)**

Clean Interior of Windows	X					
Clean Exterior of Windows	X					
Check and Replace Automatic Deodorizer as necessary		X				
Spot clean carpet and all hard surface floors as necessary	X					
Polish and Buff all hard surface floors				X		
Strip / Wax / Buff all hard surface floors		X				
Steam / Scotch Guard Carpet and any Rugs					X	January and August

**Janitorial Scope of Work- Evening Services-Continued (11209 Metric Blvd.)**

**Enter " X " in the column(s) for the desired frequency of service**

**Clean Hallways And Walkways**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Vacuum Carpets and any Rugs	X					Windsor Sensor XP 15 and it is hypo-allergenic with HEPA filter
Dry and Wet Mop all hard surface floors With Disinfectant	X					
Clean Interior Of Windows		X				
Spot clean carpet and hard surface floors as necessary	X					

**Clean Break Rooms**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Vacuum Carpets and any Rugs	X					Windsor Sensor XP 15 and it is hypo-allergenic with HEPA filter
Dry and Wet Mop all hard surface floors With Disinfectant	X					
Dust/ Wipe Office Furniture, Vending Machines, and Ice Machine, Air Vents/Diffusers	X					This includes the ceiling lights; along the walls up 8'
Empty Trash/Garbage Cans (including recycling bins) & Replace Liners	X					
Spot clean carpet and all hard surface floors as necessary	X					
Clean Interior Of Windows	X					
Clean & Disinfect Countertops	X					
Check and Replace Automatic Deodorizer as necessary		X				

**General Facility Cleaning**

<b>Task</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>	<b>Comments</b>
Spot Clean around all light switches and door levers	X					
Spot Clean all partitions, walls, doors, and baseboards including in the restrooms		X				
Disposal of all waste, trash, and refuse	X					
Spot Clean all glass, mirrors, glass doors, and glass partitions	X					
Clean, Sanitize & Replenish All Dispensers	X					
Clean break room & conference rooms	X					
Clean, Disinfect and Polish water fountains	X					
Clean & Maintain area around facility entrance within 25 feet of all entry ways.	X					
Sweep / vacuum or wet mop with disinfectant (as appropriate) stairwells and elevator floors	X					
Clean/disinfect elevator doors & walls (if applicable)	X					
Sweep all non-carpeted areas including restroom floor	X					
Clean/Disinfect Baby Changing Stations (if applicable)	X					

**JANITORIAL SCOPE OF WORK - EVENING SERVICES**

Pour disinfectant down drains in restrooms to alleviate odor		X				
Clean all Baseboards and door frames		X				
Clean and wash all entrance doors	X					
Spray polish all non-carpeted hard surface floors				X		
Polish and Buff all hard surface floors				X		
Remove insects from all light fixtures		X				
Dust all partitions, doors, and window ledges		X				
Brush all walls, ceiling vents, and light fixtures			X			
Clean blinds and window coverings			X			
Clean Interior & Exterior of Windows			X			
Strip/ Wax/ Buff floors					X	January and August
Shampoo/ Steam & Scotch Guard Carpet and Rugs					X	

**EXHIBIT B - BID PRICING SCHEDULE**

Facility Location and Address	Square Footage to be serviced as required in scope of work	Monthly Pricing
<p align="center"><b>11209 Metric Blvd (Braker H) Suite A</b></p>	<p align="center"><b>67,323 sq ft.</b></p>	<p><b>Evening Services</b>  <u><b>\$ 6,902.90</b></u>                      With supplies</p>
		<p><b>Day Porter Services</b>                      8 hours/day  <u><b>\$2,492.13</b></u></p>
		<p><b>TOTAL MONTHLY CONTRACT:</b>  <b>\$9,395.03</b></p>