

LB
02/28/02
Item #24

AN ORDINANCE **95383**

AUTHORIZING THE EXECUTION OF A THREE (3)-YEAR AGREEMENT, WITH TWO (2) ONE (1)-YEAR EXTENSION OPTIONS, WITH GO PROFESSIONAL ENVIRONMENTAL MANAGEMENT TO PROVIDE THE ALAMODOME AND NELSON W. WOLFF MUNICIPAL STADIUM HOUSEKEEPING AND CONVERSION SERVICES, FOR A PROJECTED AMOUNT OF \$1,088,781.00 FOR THE INTIAL THREE (3)-YEAR TERM, ACCORDING TO ANTICIPATED EVENT PROGRAMMING; RATIFYING THE AGREEMENT WITH PACESETTER PERSONNEL SERVICE IN AN AMOUNT NOT TO EXCEED \$172,750.00, AND PAYMENTS MADE TO DATE OF \$61,669.19, TO PROVIDE THE ALAMODOME AND NELSON W. WOLFF MUNICIPAL STADIUM WITH TEMPORARY HOUSEKEEPING AND CONVERSION SERVICES; AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, in 1998 the City, through the RFP process, sought to offset significant worker's compensation expenses and the administrative costs associated with conducting housekeeping and conversion services at the Alamodome and Nelson W. Wolff Municipal Stadium with in-house personnel and entered into an agreement with Unicco Services, Inc. to provide such services for an initial term of three (3)-years, with two one (1)-year renewal options; and

WHEREAS, on October 12, 2001, Unicco Services, Inc., in its second option year, sent a notice of termination to the City of San Antonio, effectively terminating the existing agreement as of January 16, 2002; and

WHEREAS, in order to meet the Alamodome and Nelson W. Wolff Municipal Stadium's continuing housekeeping and conversion needs, an interim agreement was entered into with Pacesetter Personnel Service for a term of January 16, 2002 through March 15, 2002, during which time the Alamodome will host an estimated 34 events; and

WHEREAS, in anticipation of the termination of the Unicco agreement, an Invitation For "Best Value" Bids for Alamodome and Nelson W. Wolff Municipal Stadium

Housekeeping and Conversion Services was issued November 27, 2001, and the City received bids from five vendors; and

WHEREAS, bids were evaluated by a committee of representatives from the Economic Development, Convention Facilities, Alamodome, Purchasing and General Services, and Aviation Departments and the evaluation criteria included experience, references (operational and financial), contractor's rates, proposed on-site management and operating plan, qualifications of key personnel, and Small Business and Economic Development Advocacy (SBEDA) Policy compliance; and

WHEREAS, based upon the initial ranking of bid documents, Go Professional Environmental Management and Hospital Klean of Texas were invited to make formal presentations to the evaluation committee and, upon completion of the presentations, these two bidders were again evaluated utilizing the existing weighted criteria; and

WHEREAS, Go Professional Environmental Management received the highest points ranking and the evaluation committee recommends the selection of Go Professional Environmental Management as Council approval of this selection will enable the Alamodome to benefit from a professional facilities services company supplying a consistent pool of housekeeping and supplemental conversion personnel to meet the demanding and dynamic event schedules of the Alamodome and Nelson W. Wolff Stadium; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The execution of a three (3)-year agreement, beginning March 16, 2002, with two (2) one (1)-year extension options, with Go Professional Environmental Management to provide the Alamodome and Nelson W. Wolff Municipal Stadium housekeeping and conversion services, for a projected amount of \$1,088,781.00 for the initial three (3)-year term, according to anticipated event programming is hereby authorized and approved.

SECTION 2. The City Manager, or her designee, is hereby authorized, for a 45-day period following the effective date of this ordinance, to execute such an agreement. In the event that such an agreement cannot be completed within said 45-day period, this matter shall be brought back to City Council for further action. A copy of said agreement, executed by Go Professional Environmental Management, is attached hereto and incorporated herein as Exhibit 1.

SECTION 3. Funds in the estimated amount of \$234,397.39 are authorized to be encumbered in Fund 29-006000 in Index Code 581819 entitled "Fees To Professional Contractors" and are made payable to Go Professional Environmental Management to provide the Alamodome with housekeeping and conversion services from March 16, 2002 through September 30, 2002. Additional funds will be encumbered in Fiscal Year 2003

and Fiscal Year 2004 to cover the remainder of the agreement if appropriated during the annual budget process.

SECTION 4. Funds in the estimated amount of \$41,003.78 are authorized to be encumbered in Fund 29-022000 (Miscellaneous Special Revenue-Nelson W. Wolff Stadium Fund) in Index Code 575597 entitled "Fees To Professional Contractors" and are made payable to Go Professional Environmental Management to provide Nelson W. Wolff Stadium with housekeeping and conversion services from March 16, 2002 through September 30, 2002. Additional funds will be encumbered in Fiscal Year 2003 and Fiscal Year 2004 to cover the remainder of the agreement if appropriated during the annual budget process.

SECTION 5. The agreement with Pacesetter Personnel Service in an amount not to exceed \$172,750 to provide the Alamodome and Nelson W. Wolff Municipal Stadium with temporary housekeeping and conversion services is hereby accepted and ratified. A fully executed copy of said agreement is attached hereto and incorporated herein as Exhibit 2.

SECTION 6. Funds in the amount of \$61,669.19 are authorized to be expended in Fund 29-006000 (Miscellaneous Special Revenue-Alamodome Fund), in Index Code 581819 entitled "Fees To Professional Contractors" and payment of \$61,669.19 to Pacesetter Personnel Service for temporary housekeeping and conversion services is hereby ratified.

SECTION 7. Funds in the amount of \$111,080.81 are authorized to be encumbered in Fund 29-006000 in Index Code 581819 and are made payable to Pacesetter Personnel Service for temporary housekeeping and conversion services to be rendered through March 15, 2002.

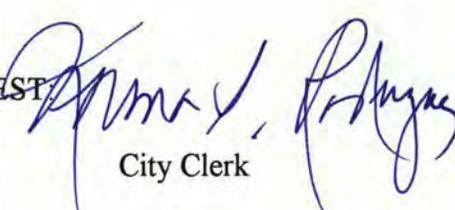
SECTION 8. This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this 28th day of February, 2002.

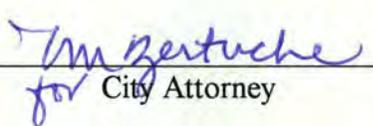

M A Y O R

EDWARD D. GARZA

ATTEST


City Clerk

APPROVED AS TO FORM:


for City Attorney

02-08

MEETING OF THE CITY COUNCIL

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - PUBLIC UTILITIES SUPERVISOR
FINANCE- TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT -NEIGHBORHOOD PLNG; URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: _____

DATE: _____

MOTION: *Perez*

ORDINANCE NUMBER: _____

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

24
FEB 28 2002
Moore
95383

NAME	ROLL	AYE	NAY
BOBBY PEREZ District 1		✓	
JOHN H. SANDERS District 2		✓	
ANTONIETTE "TONI" MOORHOUSE District 3		✓	
ENRIQUE "KIKE" MARTIN District 4		✓	
DAVID A. GARCIA District 5		✓	
ENRIQUE M. BARRERA District 6		✓	
JULIAN CASTRO District 7		✓	
BONNIE CONNER District 8		ABSENT	
CARROLL W. SCHUBERT District 9		✓	
DAVID CARPENTER District 10		<i>absent</i>	
EDWARD D. GARZA Mayor		✓	

02-08

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
ALAMODOME DEPARTMENT**

TO: Mayor and City Council

FROM: Michael Abington, Director, Alamodome

THROUGH: Terry M. Brechtel, City Manager

COPIES: Roland A. Lozano, Assistant to the City Manager, Facilities and Visitors Services

SUBJECT: Alamodome and Nelson W. Wolff Municipal Stadium Housekeeping and Conversion Services

DATE: February 28, 2002

SUMMARY AND RECOMMENDATION

Authorizing the execution of a three (3)-year contract, with two (2) one (1)-year extension options, with Go Professional Environmental Management to provide the Alamodome and Nelson W. Wolff Municipal Stadium housekeeping and conversion services, for a projected amount of \$1,088,781.00 for the initial three (3)-year term, according to anticipated event programming; and ratifying the contract with Pacesetter Personnel Service in an amount not to exceed \$172,750, and payments made to date of \$61,669.19, to provide the Alamodome and Nelson W. Wolff Municipal Stadium with temporary housekeeping and conversion services. The projected costs will vary in accordance with actual event programming.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In 1998 the City, through the RFP process, awarded a contract to Unicco Services, Inc. to provide housekeeping and conversion services to the Alamodome and Nelson W. Wolff Stadium for an initial term of three (3)-years, with two one (1)-year options. This outsourcing was implemented in order to offset significant worker's compensation expenses and the administrative costs associated with conducting this activity with in-house personnel.

On October 12, 2001, Unicco Services, in its second option year, sent a notice of termination to the City of San Antonio, effectively terminating the existing contract as of January 16, 2002. The company cited internal accounting and billing problems at the

corporate and regional offices, and claims of unpaid balances by the City. The matter is currently under review by the COSA Office of Internal Review.

As an interim measure, until the process of securing a permanent contractor could be completed, a temporary contract was awarded to Pacesetter Personnel Service for a term of January 16, 2002 through March 15, 2002. Pacesetter was selected through a bid process. During this timeframe, the Alamodome will host an estimated 34 events.

Anticipating the end of the Unicco contract, an Invitation For "Best Value" Bids was issued November 27, 2001, for the Alamodome and Nelson W. Wolff Municipal Stadium Housekeeping and Conversion Services. To determine "best value", criteria were identified and included in the bid document. The City received bids from five vendors. Bids were evaluated by a committee of representatives from the Economic Development, Convention Facilities, Alamodome, Purchasing and General Services, and Aviation Departments. Evaluation criteria included: experience, references (operational and financial), contractor's rates, proposed on-site management and operating plan, qualifications of key personnel, and Small Business and Economic Development Advocacy (SBEDA) Policy compliance.

Based upon the initial ranking of bid documents, Go Professional Environmental Management and Hospital Klean of Texas were invited to make formal presentations to the evaluation committee. Upon completion of the presentations, these two bidders were again evaluated utilizing the existing weighted. Go Professional Environmental Management received the highest points ranking. Attached to this memo are (i) matrix outlining the results of the committee's ranking and scores, and (ii) a breakdown of the financial impact of each submitted bid, based upon the information supplied by the bidders. The evaluation committee recommends award of this contract to Go Professional Environmental Management.

Council approval of this agreement will enable the Alamodome to benefit from a professional facilities services company supplying a consistent pool of housekeeping and supplemental conversion personnel to meet the demanding and dynamic events schedule of the Alamodome and Nelson W. Wolff Stadium.

POLICY ANALYSIS

During the past Texas Legislative Session, the Local Government Code was amended allowing municipalities to utilize "best value" criteria in bid analysis, effective September 1, 2001. "Best Value" is defined as the process of selecting the offer that provides the greatest value to the agency based on the evaluation and comparison of all pertinent factors, including price, so that the overall combination best meets the needs of the agency.

This bid was issued as "best value" allowing the City to consider factors other than price in making the contract award, and represents the City's first "best value" procurement.

This bid was issued on a competitive basis and advertised according to state law, and was advertised on DemandStar, the City of San Antonio website and local newspapers.

FISCAL IMPACT

Funding for the Go Professional contract in the amount of \$500,099.62 is available in the Alamodome Department's FY 2002 Operating Budget,

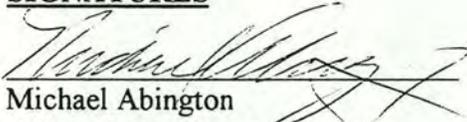
The total estimated cost of the initial term of the contract (three years) is \$1,088,781. The estimated cost for the renewal options is \$294,710 and \$299,437, respectively. These amounts will vary according to event programming.

Funding for the Pacesetter contract, in an amount not to exceed \$172,750, is also available in the Alamodome Department's FY 2002 Budget.

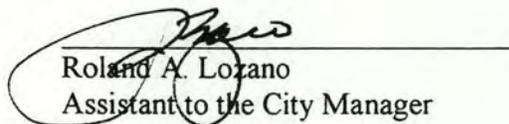
COORDINATION

This bid was coordinated through Purchasing and General Services, Economic Development, and the City Attorney's Office.

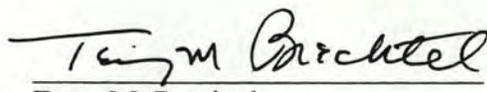
SIGNATURES


Michael Abington
Alamodome, Director


Jamie Cantu, Director
Purchasing & General Services


Roland A. Lozano
Assistant to the City Manager

Approved:


Terry M. Brechtel
City Manager

SCORE SHEET FOR
ALAMODOME AND NELSON W. WOLFF STADIUM HOUSEKEEPING AND CONVERSION SERVICES

Item	Contractor Qualifications	Points Assigned	Companies					
			Pacesetter Personnel	We're Cleaning	Sanitor Services	Cleanevent USA	Hospital Klean	Go Professional
1	Experience	20	NO BID	15	18	18	9	14
2	References (Financial and Operational)	10		10	10	10	7	8
3	Contractor's Rates	35		27	22	22	28	35
4	Proposed On-Site Management & Operating Plan	10		7	4	6	10	10
5	Qualifications of Key Personnel	5		5	5	5	5	5
	SUBTOTAL:			64	59	61	59	72
6	Local Business Participation	10		0	10	0	10	10
7	Disadvantaged Business Participation	5		0	0	0	5	0
8	SBEDA Policy Compliance	5		0	4	0	4	3
	TOTAL:	100		64	73	61	78	85

Name:

Title:

Department:

	Go-Professional	Hospital Klean	Sanitor	Clean Event	Were Cleaning
Year 1	\$508,432.92	\$618,043.56	\$757,598.46	\$728,761.50	\$646,053.72
Year 2	\$285,638.92	\$355,699.92	\$479,057.50	\$438,386.50	\$376,293.96
Year 3	\$294,710.00	\$364,378.44	\$482,390.00	\$460,280.16	\$376,293.96
Base Total:	\$1,088,781.84	\$1,338,121.92	\$1,719,045.96	\$1,627,428.16	\$1,398,641.64
Opt 1	\$294,710.00	\$373,636.68	\$483,940.00	\$483,256.86	\$376,293.96
Opt 2	\$299,437.50	\$382,948.24	\$487,040.00	\$507,322.72	\$376,293.96
Contract Total:	\$1,682,929.34	\$2,094,706.84	\$2,690,025.96	\$2,618,007.74	\$2,151,229.56

Includes hours for both the Alamodome and Nelson Wolff Stadium.
Based upon projected events schedule for both venues.

Item 11

**City of San Antonio
Discretionary Contracts Disclosure***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

*** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.**

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

GEOFFREY COMSTOCK
SAM SALAS

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

DUNWRIGHT SERVICES (RICK LOGGETT)
ROYAL SERVICES UNLIMITED (PRECILLA WASHINGTON)

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

Political Contributions

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<p>Signature: <i>Samuel J. Drake</i></p>	<p>Title: <i>Exec. U.P.</i> Company: <i>Co. Pro. Env. Mgt.</i></p>	<p>Date: <i>1/15/02</i></p>

Item 12

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

EXHIBIT

1

HOUSEKEEPING AND CONVERSION SERVICES AGREEMENT

This Housekeeping and Conversion Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2002, by and between The City of San Antonio, Texas (hereinafter called "City") and GO PROFESSIONAL ENVIR. MGT. (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Alamodome and the Nelson Wolff Municipal Baseball Stadium (hereinafter referred to as "Service Facilities"); and

WHEREAS, the City is authorized to enter into such agreements as City deems necessary in conjunction with the management and operation of these facilities, including, without limitation, this Agreement; and

WHEREAS, Contractor is in the business of providing services to public assembly facilities and similar facilities and is willing to enter into this Agreement for the purpose of providing temporary housekeeping and conversion services (hereinafter referred to as "Services") subject to the terms hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound hereby, City and Contractor agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used herein the terms set forth below shall be defined as follows:

(a) "Agreement" shall mean this Housekeeping and Conversion Services Agreement and any Exhibits attached hereto.

(b) "City Event of Default" shall mean those certain events of default by City more particularly set forth in Section 9.1 hereof.

(c) "Commencement Date" shall mean _____, 2002.

(d) "Contractor Event of Default" shall mean those certain events of default by Contractor more particularly described in Section 9.3 hereof.

(e) "Legal Requirements" shall mean any and all present and future laws, statutes, ordinances, decisions, decrees, statutes, rulings, rules, codes, procedures, orders, regulations, permits, certificates, licenses and other requirements of any Governmental Authority (as defined herein) in any way applicable to Contractor, the Service Facilities, the Services, this Agreement, or the City, including, without limitation, any safety laws, health laws, environmental laws and laws regarding the rights of and obligations to the

handicapped and disabled, including without limitation, the Occupational Safety And Health Act and the Americans With Disabilities Act. For purposes hereof "Governmental Authority" shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental or quasi-governmental unit (federal, state, county, district, municipal, Owner or otherwise), whether now or hereafter in existence.

(f) "Month" shall mean any calendar month unless otherwise specifically stated.

(g) "Service Equipment" shall mean the equipment to be provided by the City which is listed on Exhibit "A" attached hereto and incorporated herein for all purposes.

(h) "Service Facilities" shall mean the Alamodome and the Nelson Wolff Municipal Baseball Stadium.

(i) "Services" shall mean the provision of housekeeping and conversion services to the Service Facilities.

(j) "Tenant" shall mean any party, whether it be a group, individual, corporation, or other entity, holding an event in the Service Facilities pursuant to an Event Contract.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 The Agreement. Subject to the terms and conditions contained in this Agreement, City hereby grants to Contractor the following:

(a) Except as limited in this Agreement, the right and privilege to provide Temporary Housekeeping and Conversion Services.

(b) The right and privilege to use and occupy the Service Facilities in connection with Contractor's provision of Services pursuant to the terms of this Agreement.

Contractor agrees that it will not use the Service Facilities (i) to conduct business not related to events in the Service Facilities or (ii) to provide services directly to teams, groups, associations or performers appearing or meeting in the Service Facilities without the prior written consent of City.

Section 2.2 City's Reservations. City reserves to itself, its successors, assignees, and contractors all rights, duties and benefits of the management, occupancy and operation of the Service Facilities not granted to the Contractor as part of the Agreement.

Section 2.3 Designation of Events at which Contractor will Provide Services. On a weekly basis, the Alamodome shall notify Contractor of possible work dates and the number of people that will be needed. City reserves the right to add, cancel or change requests up to twenty-four (24) hours prior to the scheduled event or activity.

Section 2.4 Services to be Provided. Contractor, in accordance and compliance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide all activities and services set out in CITY's Invitation for "Best Value" Bids, a copy of said Invitation for "Best Value" Bids being attached hereto and incorporated herein for all purposes as Exhibit "B". Modifications or alterations to Exhibit "B" may be made only pursuant to prior notification and written approval of CITY.

Section 2.5 Change in Services. The City may request, from time to time, changes in the scope or focus of the activities and the time of performance in hours and days which Contractor acknowledges and accepts as flexible. Any such change which varies significantly from the Scope of Services described in this Article II and would entail a significant increase in cost or expense to City shall be mutually agreed upon in writing by Contractor and City. Such writing will constitute an amendment to this Agreement and shall be attached hereto and incorporated herein as an Exhibit. Except when terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by written amendment and executed by both parties. It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

ARTICLE III

PAYMENT

Section 3.1 Payment for Services. In order to receive payment for approved work that Contractor has performed, said Contractor understands that it must submit an invoice to City so that City is in receipt of such invoice no later than five (5) City working days after the work specified in the invoice is performed.

Contractor acknowledges that upon such receipt of payment from City, such payment will be considered full and final satisfaction for Services rendered.

Section 3.2 Billings. Billings will be based on hourly rates for actual work performed, subject and limited to the approval of City.

Procedure for the control of hours billed will consist of the following minimum requirements:

- (a) Contractor will keep detailed records of all hours worked;
- (b) Contractor will not perform any work unless an event staff sheet has been prepared and approved by the Alamodome Director or his designee;

- (c) Contractor's employees will sign in and out at designated points when entering and leaving Service Facilities;
- (d) Contractor shall submit daily detailed report of all employees and hours worked to designated Alamodome or Wolff Stadium staff member for approval;
- (e) All billings shall be accompanied by copies of approved daily reports supporting hours billed; and
- (f) Contractor shall retain all time cards and payroll records for a period of two years after billings during which time Contractor's records will be open to audit by City.

Section 3.3 Payment Amounts. Payments to Contractor shall be in the amount shown by the billings and other documentation submitted and shall be subject to City's approval. All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been approved by City. Any costs incurred as the result of downtime between events, when services may not be required, will not be reimbursed and should be part of the overhead included in the Contractor's actual hours billed. City shall not withhold payment on undisputed portions of the invoice pending resolution of any disputed portions. Contractor shall submit an invoice with a copy of the signed, approved staffing sheet attached for each individual event for billing purposes. This invoice and attachment shall be submitted to the Alamodome's Fiscal Division for payment.

Section 3.4 Payments to Contractor Only. City shall not be obligated or liable under this Agreement to any party other than Contractor for payment of any monies or provision of any goods or services.

Section 3.5 Unsatisfactory Performance or Non-performance. A continuing unsatisfactory performance or non-performance may result in financial penalties to Contractor, i.e., deductions from the monthly payment. The amount deducted will be negotiated between the parties. If such financial penalties levied against Contractor fail to produce more satisfactory performance by Contractor, City reserves the right to cancel the Agreement.

ARTICLE IV

AUDITS

Section 4.1 Audits. Contractor, its employees (and agents, representatives, associates, and volunteers, as applicable), and its contractors and subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Agreement and shall make such materials available at their respective offices at all reasonable times and with reasonable notice and as often as City may deem necessary during the Agreement period for the purpose of accounting and audit inspections by City and City and any of its authorized employees, agents, representatives, contractors, or subcontractors shall be permitted to audit, examine and make excerpts and/or copies of same.

ARTICLE V

PERFORMANCE OF THE SERVICES

Section 5.1 General Standards. The Contractor hereby represents, warrants, covenants and agrees that Contractor shall:

(a) operate from the Service Facilities which shall only be used for the purpose of providing Services in accordance with the terms of this Agreement.

(b) provide Services at such times and upon such terms as may be agreed upon between City and Contractor. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of scheduled events, but City assumes no liability for the failure to deliver notice of cancellation.

(c) provide Services in a first-class manner which is efficient and of a level of quality equal to or greater than industry standards. All equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.

(d) Contractor will be responsible for supplying personnel with radios compatible with those used at the Alamodome.

(e) be responsible for any violations of Legal Requirements in the Service Facilities which occur during the term of this Agreement as a result of Contractor's operation hereunder; it being expressly understood by and between the parties that the Contractor shall not be responsible for any violations of Legal Requirements which occur solely as a result of the City's actions.

(f) conform to all rules and regulations at any time promulgated by City with respect to the Service Facilities; cause its officers, employees, agents, independent Contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees.

(g) keep complete and accurate inventory control records before and after each event at which Contractor provides Services.

(h) require its employees, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, concerning the storage and use of all chemicals and cleaning solutions which will be kept and/or used at Service Facilities. Contractor will provide and maintain a current logbook with all cleaning solutions and chemicals which will be kept and/or used at the Service Facilities, including an MSDS (Material Safety Data Sheet) for each product. Contractor will also be responsible for providing adequate instructions and safety training for all employees regarding the proper use of all cleaning products, including a safety manual with procedures for responding to misuse and/or accidents involving these cleaning solutions and/or chemicals, such manual to be available on-site at all times and updated as necessary. Contractor will provide protective disposable gloves, safety glasses and clothing as necessary for the job and will instruct all employees to wear protective items when and where required.

(i) ensure that it and its employees are knowledgeable in the proper handling and disposal of biohazardous material, should the need arise.

(j) prohibit its employees from disturbing papers on desks, opening desks, drawers or cabinets, and/or using office equipment. The use of phones by Contractor's employees will be limited to those calls necessary to perform Services and/or emergency situations.

(k) prohibit family members and friends of Contractor's employees from accompanying them on the job site at any time.

(l) perform Contractor's obligations under this Agreement and conduct the management and operation of the Services conducted by Contractor pursuant to the Agreement at all times with integrity and good faith and consistent with the terms of this Agreement. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's service at a level commensurate with the highest standard in the industry.

(m) be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately upon learning of such damage.

Section 5.2 Personnel. Contractor shall at all times comply with the following requirement regarding its personnel at, and staffing of, the Service Facilities:

(a) Contractor shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide

all services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services thereunder, shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

(b) Contractor shall employ in the Service Facilities only trained, neatly uniformed, clean and courteous personnel. Any of Contractor's employees who are used for any event at which Contractor provides Services must have completed training in the operation of the Service Facility and shall at all times strictly adhere to the Facility Rules and Regulations. All of Contractor's personnel shall be uniformed or badged and neatly dressed, the cost of said requirements being borne solely by the Contractor. Contractor's employees shall conduct themselves at all times in a proper and respectful manner and in accordance with City's rules and regulations for the Service Facilities. If City determines that any employee of Contractor has not complied with the provisions of this Section on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Service Facilities. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Service Facilities.

(c) Contractor shall provide and designate a site manager who will be located daily in the Service Facility while under contract for an event. Said site manager must be a full-time employee of Contractor and shall report to the Alamodome Department Director, or his designee, for instructions prior to providing Services to an event. Said site manager shall also be: (i) directly responsible for the oversight of Contractor's obligations hereunder, (ii) available to take calls from and meet with City at all times; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change in the site manager, Contractor shall have ten (10) days to provide an appropriate replacement. Contractor's manager or his designated representative shall be available in the Service Facilities whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.

(d) City shall admit free of cost to the Service Facilities, such officers and employees of Contractor as may be necessary to carry out his Agreement at any event at which Contractor provides Services. City shall permit only appropriately credentialed employees and other personnel of Contractor to be permitted in the Service Facilities without the payment of an admission fee. City shall supply to Contractor, at Contractor's sole cost and expense, a limited number of badges, in form and design selected by City, for such admission. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of the names of Contractor's employees and personnel scheduled to work such event. Contractor shall not include on the list any person that City has required

Contractor to expel or exclude from the Service Facilities. City shall deliver the credentials at least one (1) day before the event. Any badges delivered pursuant to the terms hereof shall remain the property of City and shall be returned to City immediately after the event. City may, however, deliver to Contractor's management staff badges that may be retained indefinitely until revoked by City.

(e) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or physical disability.

(f) City may exclude Contractor's personnel from any portion of the Service Facilities prior to an event at which Contractor provides Services if it is requested to do so by the Tenant conducting such event or building management; provided, however, in the event that any of the Contractor's personnel is so excluded for any period of time, City agrees to take into account such exclusion and the effect it will have on Contractor's ability to adequately set up for the event at which Contractor is to provide Services in determining the reasonable period of time before the commencement of the event for which Contractor shall have access to the Service Facilities.

(g) Except as otherwise provided above all subcontractors must be approved by City, regardless of whether or not such sub-contractors hold a license to provide on-going Services in the Service Facilities, and all subcontractors shall be deemed to be Contractor's employees for all purposes under this Agreement.

Section 5.3 Security and Safety Precautions. Contractor shall take the following precautions:

(a) All keys issued to Contractor will be maintained according to policies approved by City. Liability for lost keys, rekeying costs reasonably necessary for the security of the premises and other related expenses shall be the full responsibility of Contractor in the event that Contractor's employees are responsible for such lost, damaged or misplaced keys.

(b) Contractor's employees shall promptly report any noted hazardous conditions and/or items requiring repair (such as leaky faucets, toilet stoppages, etc.) to City.

(c) City reserves the right to conduct a contraband search (illegal weapons, drugs and/or alcohol) of Contractor, Contractor's employees, representatives, agents, associates, contractors, subcontractors and volunteers at any time if City personnel; determine just cause necessitates said search. Such search will be performed by an on-site security officer or guard. In the event any of the individuals searched are found to be in the possession of contraband, said contraband will be confiscated and said individual will be removed from the site and replaced with other staff at no additional expense

to City. Following the completion of an event at which Contractor provides Services, Contractor shall cleanup the areas utilized and remove equipment to the satisfaction of City. If Contractor is the party so discovered, this Agreement may be immediately terminated.

(d) Proper precautions shall be taken to advise building occupants and patrons of wet and/or slippery floor conditions. Contractor must utilize professional "Wet Floor" signs whenever wet and/or slippery floor conditions exist. **Contractor acknowledges that, as an independent contractor, said Contractor will face liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure to provide such advice or signs.**

Section 5.4 Performance Bond. Contractor shall furnish to City and Owner, and maintain the same in full force and effect at all times during the term hereof, a surety bond in the amount of \$100,000.00, the condition of the bond being that Contractor shall and faithfully perform all of the terms, conditions and covenants of this Agreement. Such bond shall be executed by Contractor as the principal, and by a surety company acceptable to City and the Owner as surety. The minimal standard for acceptability of such surety company shall be a rating of B+ or higher, Class VIII or greater in Best Key Rating Guide, published by A.M. Best & Co., Inc. At City's sole option, other forms of security may be accepted in lieu of such bond, including, cash, a certificate of deposit, an irrevocable letter of credit in form and content acceptable to City in its sole discretion, or other similar cash equivalent.

Section 5.5 Minority and Women Owned Business Participation. Contractor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts (per Ordinance #77758). Per Ordinance #69403, Contractor agrees that Contractor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Business Economic Development Advocacy (SBEDA) Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development, Division of Internal Review and the City Clerk's Office.

The Contractor agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its proposal are found or if Contractor does not meet the SMWBE goals as specified by the City's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by City's Department of Economic Development, Contractor will be required to submit a written report to City's Department of Economic Development. The Contractor will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies. If the City's Department of Economic Development and City Attorney's Office find that material deficiencies exist then the supplemental GFEP shall be denied and will constitute Contractor's failure to resolve any deficiencies. Failure to obtain an approved GFEP

within ninety (90) days of initial denial shall constitute a default and result in payment by Contractor of \$1,000 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date of notice shall constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director, result of forfeiture of the entirety of this Agreement.

Section 5.6 Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of the Equal Employment Opportunity Act. Contractor also agrees to abide by the City's Equal Opportunity Affirmative Action policy.

(b) Contractor shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, or handicap.

(c) Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE VI

OBLIGATIONS OF CITY

Section 6.1 Equipment and Service Areas. On the Commencement Date, City shall, at its expense, place Contractor in non-exclusive possession of the Service Areas and the Service Equipment.

Section 6.2 Cancellation of Events. City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance; although nothing contained herein shall be deemed or construed as limiting or impairing Contractor's rights or remedies against any other person for any loss or damage suffered by Contractor as a result of such cancellation or rescheduling.

Section 6.3 City Representative. City hereby agrees and acknowledges that it will have a Service Facilities staff member in the Service Facilities for any event at which Contractor provides Services to serve as a liaison between the Service Facilities staff and the Contractor for each event at which Contractor provides Services. The identity of this liaison for any event shall be disclosed to Contractor prior to the commencement of such event. The liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Service Facilities during any event at which Contractor provides Services; provided, however, that the presence of such liaison shall in no event be deemed or construed as expanding any of the duties or obligations which the City has undertaken pursuant to the terms of this Agreement, nor shall the presence of such liaison be deemed or construed as abrogating (i) any limitation of such duties or obligations contained herein, or (ii) any limitation of liability of the City expressly set forth in this Agreement.

ARTICLE VII

TERM

Section 7.1 Term. Subject to the fulfillment by Contractor of the condition precedent set out in Section 7.2 hereof, the term of this Agreement shall commence on the Commencement Date. The term of this Agreement shall terminate at midnight local time on the date which is three (3) years from the Commencement Date, unless sooner terminated in accordance with the terms and conditions of this Agreement. Except as set forth in Section 7.3 hereof, City shall have no obligation to renew or extend the term of this Agreement at any time.

Section 7.2 Condition Precedent. The delivery by Contractor to City of (i) the insurance certificate required by and in conformity with the provisions of Section 8.1 hereof, and (ii) copies of all permits and licenses required for the lawful provision of the Services in accordance with the terms hereof is a condition precedent to the effectiveness of this Agreement notwithstanding the execution of this Agreement by both parties hereto and the delivery of counterparts of executed documents to each other.

Contractor shall be obligated to procure the insurance required hereunder and all permits and licenses necessary for such lawful provision of the Services prior to the delivery of executed counterparts of this Agreement to the City. If either such certificate or said licenses and permits have not been delivered at the time Contractor delivers executed counterparts of this Agreement to the City, then City may terminate this Agreement without regard to any expense or liability incurred by either party hereto in contemplation of the commencement of this Agreement.

Section 7.3 Renewal Option. Provided that Contractor is not in default under this Agreement and no event has occurred which, with the passage of time, giving of notice or both would constitute a default hereunder, Contractor shall have the right to renew the terms and conditions hereof for two (2) one (1) year periods upon the terms and conditions set forth in this Section 7.3. In the event Contractor desires to so renew this Agreement, it shall do so by sending written notice of such desire to City on or before the date which is ninety (90) days before the date on which this Agreement is then scheduled to terminate. Upon delivery of such notice, Contractor shall be deemed to have renewed its rights hereunder for an additional one (1) year period and Contractor and City shall enter into an agreement formally amending the terms hereof to reflect such amended termination date, subject to future City Council approval and appropriation. In no event shall Contractor have the right to renew this Agreement beyond the expiration of the two (2) one (1) year renewal periods.

Section 7.4 Termination Right. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. On the date which is ninety (90) days from and after the date of the receipt of the canceling party's notice that it desires to terminate this Agreement, this Agreement shall terminate and neither party shall have any further obligations one unto the other hereunder; provided, that the foregoing shall not be deemed or construed as releasing either party from any obligations which may have accrued to the other prior to the date of such termination, it being agreed that all such obligations shall expressly survive the termination hereof until fully performed by the party obligated to do so.

Section 7.5 Equipment Upon Termination. Upon termination of this Agreement, without regard to how such termination may be brought about (including default of any party), Contractor shall surrender and deliver peacefully all Service Areas and Service Equipment utilized to provide services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to the Service Facilities made by Contractor and all permanent affixed equipment installed by City or Contractor shall be the property of City.

ARTICLE VIII

INSURANCE, INDEMNITY AND LIABILITY MATTERS

Section 8.1 Insurance.

After approval of the Agreement by the City Council and prior to the effective date of the Agreement, Contractor shall furnish a completed Certificate of Insurance to the Purchasing Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. All Certificates shall contain reference to the Agreement in the operations section of the Certificate. City shall have no duty to pay or perform under the Agreement until such certificate shall have been delivered to the Purchasing Department, and no officer or employee shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Contractor's financial integrity is of interest to City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved in writing by City, Contractor shall obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof, at Contractor's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
a.	Workers' Compensation Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
b.	Commercial General (Public) Liability Insurance to include coverage for the following:	
	1. Premises operations	Bodily Injury and Property
	*2. Independent contractors	Damage of \$1,000,000 per
	3. Products/completed operations	occurrence, with a \$2,000,000
	4. Personal Injury	General Aggregate, or its
	5. Contractual liability	equivalent in umbrella or
	*6. Explosion, Collapse, Underground	excess liability coverage
	7. Broad form property damage, to include fire legal liability	

- | | | |
|----|-------------------------------|----------------------------|
| c. | Business Automobile Liability | Combined Single Limit for |
| | 1. Owned/lease vehicles | bodily injury and property |
| | 2. Non-owned vehicles | damage of \$1,000,000 per |
| | 3. Hired vehicles | occurrence |

*If applicable

City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by City, the Contractor shall accomplish such changes in policy coverages, and shall pay the cost thereof.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a) Name City and its officers, employees, agents and elected representatives as additional insureds (as the interests of each insured may appear), as to all applicable coverage, with the exception of the worker's compensation and employer's liability policy;
- b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy; and
- c) Worker's compensation and employer's liability policy will provide a waiver of subrogation in favor of City.

Contractor shall notify City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, which must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following address:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

City Clerk's Office
P.O. Box 839966
City Hall - Second Floor
100 Military Plaza
San Antonio, Texas 78283-3966

Section 8.2 Indemnity

Contractor covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS** the City and the members, agents, employees, officers, directors and representatives of City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. Contractor shall promptly advise City, in writing, of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Contractor's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Section 8.2.

It is the **EXPRESSED INTENT** of the parties to this Agreement, that the **INDEMNITY** provided for in this Section 8.2 is an **INDEMNITY** extended by Contractor to **INDEMNIFY and PROTECT** the City from the consequences of City's **OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this Section 8.2 **SHALL APPLY** only when the **NEGLIGENT ACT** of City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage and shall have no application when the negligent act of City is the sole cause of the resultant injury death, or damage. Contractor further **AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CITY AND IN THE NAME OF CITY**, any claim or litigation brought in connection with any such injury, death, or damage.

It is expressly understood and agreed that Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other or to hold out to third parties and that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 City Events of Default. Each of the following acts or omissions of City or occurrences shall constitute a "City Event of Default":

(a) Failure of City to substantially perform or observe any of the material obligations or covenants of City under this Agreement within sixty (60) days following receipt of written notice to City of such failure; provided, however, that if such performance cannot be reasonably accomplished within such sixty (60) day period, then the failure to commence such performance or observance within such sixty (60) day period or to diligently prosecute such performance or observance to conclusion;

(b) (i) The filing by City of a voluntary petition in bankruptcy or (ii) the adjudication of City as bankrupt; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of, or in respect of, City under the Bankruptcy Code, or any other similar state or federal law dealing with creditor's rights generally; or the appointment of a receiver, trustee, or other similar official for City or its property, unless within ninety (90) days after such approval of filing or appointment City causes such appointment to be set-aside, dismissed or discharged; and

Section 9.2 Remedies for City Events of Default. Whenever any City Event of Default shall occur and if such event is still continuing after expiration of all applicable periods provided herein to the City to cure such occurrence, Contractor shall, at its option, and as its sole and exclusive remedies, either (i) terminate this Agreement by giving written notice thereof to City, and immediately, upon receipt of such notice by City, this Agreement shall terminate, or (ii) seek actual damages only. In no event shall City ever be liable to Contractor for incidental, consequential, speculative or punitive damages and Contractor shall not be entitled to enforce specific performance of this Agreement. Contractor waives all rights it may have to file a *lis pendens* or other lien against the Service Facilities, the City's interest in the Service Facilities Contract, or the realty demised to City under the Service Facilities Contract.

Section 9.3 Contractor Events of Default. Each of the following acts or omissions of Contractor or occurrences shall constitute a "Contractor Event of Default."

(a) Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Contractor or of any amendment between the City and Contractor and violation by Contractor of any rule, regulation, or law to which Contractor is bound or shall be bound under the terms of this Agreement.

(b) Failure of Contractor to provide Services to any event which Contractor is obligated to provide such services hereunder;

(c) (i) Contractor shall make an assignment for the benefit of creditors; (ii) Contractor shall file a voluntary petition in bankruptcy or seek relief under any bankruptcy or insolvency law; (iii) Contractor shall be finally adjudicated a bankrupt or insolvent, or a receiver of all or any portion of Contractor's property shall be appointed in any judicial proceedings and such appointment shall not have been discharged, dismissed or set-aside within ninety (90) days; (iv) there shall be filed against Contractor an involuntary petition under any bankruptcy or insolvency law and such petition shall not be discharged or dismissed within ninety (90) days;

(d) Contractor shall assign this Agreement or any rights or interests of Contractor hereunder or permit any other person, firm or corporation to exercise any part of the Services to be provided by Contractor pursuant to the Agreement in any material respect without the prior written consent of City; or

(e) Contractor shall have any license, permit or franchise applicable to the performance of the Services to be provided by Contractor pursuant to the Agreement revoked or limited in any manner which prevents Contractor from conducting Services substantially as contemplated hereunder, unless such revocation or limitation results from governmental or regulatory action which is unrelated in any way to any act or omission of Contractor, in which event it shall not constitute a Default hereunder.

(f) Upon a decision to terminate by the City, however, written notice of such shall be immediately provided to Contractor specifying the effective date of termination and the extent to which performance of work under this Agreement will be terminated.

(g) Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the City), Contractor shall submit to the City its claim, in detail, for the monies owed by the City for services performed under this Agreement through the effective date of termination, provided however, that such payment complies with Article III hereof.

Section 9.4 Remedies for Contractor Event of Default. Whenever any Contractor Event of Default shall occur, City may, at its option, in addition to all other rights and remedies given by law or equity, immediately terminate this Agreement by giving written notice thereof to Contractor, and immediately, or at any time thereafter, take full possession of the Service Equipment and any areas being occupied by Contractor at the Service Facilities and remove Contractor and all persons and property occupying or using any part of the Service Facilities under this Agreement from the Service Facilities, either by summary proceedings or by any suitable action or proceedings at law or otherwise. No removal or other exercise of dominion by City shall be deemed to be or to constitute a conversion, Contractor hereby consenting after any Contractor Event of Default to the aforesaid exercise of dominion over City's property in the Service Facilities. All Claims for damages by reason of such re-entry and/or repossession are hereby waived. Contractor agrees that any re-entry

by City may be without the necessity for any legal proceedings, and City shall not be liable in trespass or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, and without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, City shall have the right of access to and use of Equipment to provide the Services to be provided by Contractor under this Agreement under circumstances in which immediately prior to any event at which Contractor is required to provide Services (previously scheduled and actually held) in the Service Facilities either (i) Contractor acting through its authorized representative has informed or informs City that it is unable or unwilling to provide the services required by this Agreement for such event or (ii) without City being informed of such inability or unwillingness in accordance with (i) preceding, City reasonably believes, immediately prior to such event, that Contractor will not or cannot provide any such services to the Service Facilities for such event. In any such event, any proceeds or receipts derived from such operation by City (or its designee) for such period of time that City (or its designee) is providing Services which were to be provided by Contractor pursuant to the terms hereof shall belong solely to City without any accountability to Contractor therefor and any expenses incurred by City (or such designee) in providing Services which were to be provided by Contractor pursuant to the terms hereof during such period shall be paid out of any such proceeds derived therefrom; provided, however, that in the event City (or such designee) sustains a loss in connection therewith (i.e., the proceeds derived therefrom are less than the cost and expenses of any such operation), then, in such event, all such losses incurred by City (or such designee) as a result thereof shall be repayable by Contractor to City upon demand.

Furthermore, City shall, without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, upon the occurrence of a Contractor Event of Default, have the right, but shall not be obligated, and without waiving such Contractor Event of Default, to take such action as may be necessary to remedy such Contractor Event of Default on behalf of, and for the account of, Contractor, and upon City taking such remedial action Contractor shall be obligated to and hereby agrees to pay City, upon demand, all costs, expenses, and disbursements incurred by City in taking such remedial action.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment. Contractor shall not assign this Agreement or any right or privilege contained herein or mortgage, pledge or hypothecate any interest or right granted by this Agreement or grant any of the foregoing without the prior written consent of City and any such grant of any of the foregoing shall be void and of no effect.

Section 10.2 Subcontracting. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement, shall be subcontracted without the City's prior written approval. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written Agreement and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be Contractor's

responsibility. Despite City approval of a subcontract, the City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of Agreement execution or extending beyond the expiration date of this Agreement.

Section 10.3 Right to Inspect. City, its designated officers, employees and agents shall at all times have the right to enter into the Service Areas of the Service Facilities and to inspect same and the conduct of business by Contractor in the Service Facilities. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Service Facilities. If Contractor fails to maintain the Equipment or the Service Areas as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or cleaning under such circumstances shall be done for Contractor's account and at Contractor's cost and expense. Contractor shall promptly reimburse City for any such expense upon demand.

Section 10.4 Relocation of Service Areas. City reserves the unrestricted right, at its expense, to relocate any of the Service Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Service Facilities or any part thereof so long as such relocation provides Contractor with reasonably comparable facilities and access within the Service Facilities.

Section 10.5 Relationship of Parties. The relationship created by this Agreement is that of principal and independent Contractor. No provision of this instrument shall be construed in such a way as to constitute Contractor and City joint venturers or partners or to make Contractor the agent of City or to make City liable for the debts of Contractor. No officer, employee, agent, servant or independent Contractor of Contractor shall at any time be deemed to be an employee, servant or agent of City for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of City.

Section 10.6 City Liability. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, IN NO EVENT SHALL CITY EVER BE LIABLE TO CONTRACTOR OR TO ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER CONTRACTOR ON ACCOUNT OF (I) ANY ACT OR OMISSION, TAKEN OR ADMITTED TO BE TAKEN, BY CITY UNLESS SUCH CLAIM IS DUE SOLELY TO THE PROVEN (AS OPPOSED TO ALLEGED) ACTIVE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, OR (II) ANY CITY EVENT OF DEFAULT, FOR ANY AMOUNT OF DAMAGES OR ANY OTHER MONETARY OBLIGATION WHATSOEVER.

Section 10.7 Applicable Area. This Agreement shall in no respect be applicable to any part of the San Antonio area other than the Service Facilities.

Section 10.8 Advertising of Names. Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or

business of any of its subsidiaries or affiliates in the Service Facilities or on the streets and sidewalks adjacent to the Service Facilities or use the name of the Service Facilities once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

Section 10.9 Notices. Notwithstanding any other provision contained in this contract, notices, approvals or other communications provided for herein shall be validly given or made if in writing and delivered by hand or mailed registered or certified return receipt requested (postage prepaid, and with a copy mailed simultaneously by first class mail) as follows:

To Contractor:

GO-PROFESSIONAL ENVIR. MGT
1400 WEST AVENUE
SAN ANTONIO, TX 78201

To City:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

With Copy to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

or at such other address or addresses as may be specified by either party hereto by written notice delivered to the other as provided herein. Any such notice if sent in accordance with the provisions of this Section 10.9 shall be deemed delivered in all events within five (5) days following the deposit thereof in the U.S. mails as above provided.

Section 10.10 Non-Waiver. No waiver by either party of any default in the terms, covenants, or conditions hereof to be performed, kept or observed by the other shall be construed to be or act as a waiver of any subsequent default of any of such terms.

Section 10.11 Entire Agreement and the Contract Documents.

(a) The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties.

(b) The documents of which this CONTRACT consists are this Agreement, the List of Service Equipment, which is attached hereto as Exhibit "A", the City's Request for Proposals, which is attached hereto as Exhibit "B", and Contractor's Response to the Request for Proposals which is attached hereto as Exhibit "C". Collectively, these four (4) documents are herein referred to as the "Agreement", unless otherwise noted.

(c) Should there be any conflict between the terms of this Agreement and Exhibits B and C, the controlling provision shall be, in descending order, (1) this Agreement; (2) Exhibit "B", the Request for Proposals; and (3) Exhibit "C", Contractor's Response.

Section 10.12 City's Special Right of Termination. Notwithstanding anything contained in this Agreement to the contrary, in the event that Contractor merges, is merged with, acquires or is acquired by any person, corporation, partnership, joint stock association, trust or other firm or entity, City shall have the option for a period of one hundred eighty (180) days from the date it receives notice of such fact to exercise its unilateral right to terminate this Agreement and all rights of Contractor hereunder upon written notice from City to Contractor, whereupon, this Agreement shall terminate.

Section 10.13 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

Section 10.14 Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of the public enemy, restraining by government, unavailability of materials civil unrest floods, hurricanes, tornadoes, earthquakes or other severe weather conditions or acts of God (collectively called "Force Majeure") such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

Section 10.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Section 10.16 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

Section 10.17 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections or Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subsection of another document or instrument

Section 10.18 City Approval. Whenever in this Agreement a provision calls for the approval of the City or any decision or other exercise of discretion by the City, it is hereby expressly agreed that such approval, decision, or discretion shall mean the approval, decision, or discretion of the City's Alamodome Director, or if such position ceases to exist, the person in charge of the day-to-day operations of the Service Facilities, or his or her respective designee.

EXECUTED in multiple counterparts, each of which shall be deemed an original as of the _____ day of _____, 2002.

ATTEST:

CITY:

CITY OF SAN ANTONIO, TEXAS

City Clerk

By: _____
Name: _____
Title: City Manager

ATTEST:

CONTRACTOR:

Carol O. Johnston - VP

By: GO-PROFESSIONAL ENVIR. MGT. Samuel J. Salas
Name: SAM SALAS
Title: VICE PRESIDENT

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

- | | |
|-------------|---|
| EXHIBIT "A" | List of Service Equipment |
| EXHIBIT "B" | City's Invitation For "Best Value" Bid |
| EXHIBIT "C" | Contractor's Response to City's Invitation For "Best Value" Bid |

Exhibit A
Equipment and Supply List

Bicycle Racks
Blowers (leaf and carpet)
Bonnet Machine (carpet)
Brooms (push, stadium, and lobby)
Burnishers
Cleaning and Chemical Supplies
Dust Mops
Dust Pans
Extractors (Water)
Feather Dusters
Floor Dollies
Floor Pads (stripping, scrubbing, buffing, and polishing)
Floor Scrapers
Floor Squeegees
Floor Sweepers
Janitorial Carts
Locking "C" - Clamps
Mop Buckets and Ringers
Mops
Plastic Pumps for 55 Gallon Barrels
Pressure Washer
Spray Bottles
Step Ladders
Sweepers (Power Boss)
Toilet Bowl Brushes
Trash Receptacles
Vacuum Cleaners
Voyagers
"Wet Floor" Signs
Wet/Dry Vacuum
Window Squeegees

Exhibit B

City's Invitation for Best Value Bid



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

INVITATION FOR "BEST VALUE" BID

November 27, 2001

The City of San Antonio will accept sealed bids for **ALAMODOME AND NELSON W. WOLFF MUNICIPAL STADIUM HOUSEKEEPING AND CONVERSION SERVICES** in accordance with the attached specifications. Bids must be signed by an authorized officer of your company.

Bids must be received no later than **2:00 P.M., Central Standard Daylight Time (CSDT), December 21, 2001**. The City of San Antonio reserves the right to accept or reject any and all proposals and to waive technicalities.

Envelope containing bid should be addressed as follows:

**CITY CLERK
BOX 839966
SAN ANTONIO, TX 78283-3966**

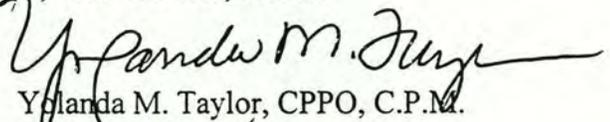
**PHYSICAL ADDRESS:
CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205**

ENVELOPE SHOULD BE MARKED:

**"BID TO FURNISH ALAMODOME AND NELSON W. WOLFF MUNICIPAL
STADIUM HOUSEKEEPING AND CONVERSION SERVICES**

**BID TO BE OPENED: 2:00 P.M, DECEMBER 21, 2001
BID NO: 02-024**

A pre-bid conference will be held on December 07, 2001 at 10:00 A.M., in the Alamodome Conference Room, at 100 Montana St., San Antonio, Texas.


Yolanda M. Taylor, CPPO, C.P.M.
Assistant Director
Purchasing and General Services

I. BACKGROUND INFORMATION:

The City of San Antonio, Texas, an equal employment opportunity employer and owner and operator of the Alamodome and Nelson W. Wolff Municipal Stadium, is requesting bids from entities interested in managing and providing housekeeping services at the Alamodome and Nelson W. Wolff Municipal Stadium and supplemental conversion services at the Alamodome on an "as-needed" basis, with up to 50,000 hours of work annually.

The 65,000 seat Alamodome is the present home of the San Antonio Spurs and the Alamo Bowl and is one of the finest and most flexible assembly facilities in the world. Currently, the facility has an annual activity level of approximately 120 event days for fiscal year 2002-03, 75 in fiscal year 2003-04, and 75 in fiscal year 2004-2005, with diverse programming that includes conventions, concerts, sporting events, trade and consumer shows, and motor sport events.

The 6,000 seat Nelson W. Wolff Municipal Baseball Stadium, which opened in 1994, is home to the San Antonio Missions, AA farm team of the Seattle Mariners. Currently, the facility has an annual activity level of approximately 100 event days, which includes 70 Missions baseball games, college and high school baseball games and additional events such as company picnics.

Although only in its eighth year of operation, the Alamodome has established national acclaim in hosting concert events of all types and sizes. In the unique arena configuration (10,000 - 30,000), the Alamodome has hosted events such as Rod Stewart, Vicente Fernandez, Luis Miguel, Boyz II Men, Ozzy Osbourne, AC/DC, Neil Diamond, KISS, Gloria Estefan and Backstreet Boys. In its full stadium configuration (40,000+), the Alamodome has hosted the Rolling Stones, Pink Floyd, Paul McCartney, George Strait, Billy Joel & Elton John, U-2, N'Sync, and the Eagles.

Duties to be performed are varied and include, but are not limited to, the management and provision of all phases of housekeeping and supplemental conversion functions at the Alamodome and all phases of housekeeping duties at Wolff Stadium. Cleaning chemicals and supplies will be provided by the Alamodome and Wolff Stadium. Equipment provided by the City will be limited to that contained on the Equipment and Supply Listing, which is attached and incorporated in the Proposed Agreement as Exhibit "A".

Bidder(s) must have the ability to meet time and personnel schedules in the contract and to provide a minimum of one hundred (100) employees at any given time upon twenty-four hour notice, upon request.

If delivered in person, take to:

**CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, SECOND FLOOR
SAN ANTONIO, TEXAS 78205**

NOTE: Bids delivered to any other City department will not be accepted.

- E) Bids by facsimile transmission will not be accepted.
- F) Any bid received after 2:00 p.m., December 21, 2001 will be returned unopened.

All submissions will be the property of the City of San Antonio and are non-returnable.

4. Clarification to Bid Specifications:

- A) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.

**Ms. Janie Cantu, Director
Purchasing and General Services
131 W. Nueva
San Antonio, Texas 78204**

- B) The City reserves the right to request clarification to assist in evaluating the vendor's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

5. Timetable:

Pre-Bid Conference & Site Inspection	December 7, 2001
Bids Due	December 21, 2001
Presentations to Evaluation Committee (Tentative)	January 3, 2002
Proposed Start of Contract	February 1, 2002

8. Small Business Economic Development Advocacy (SBEDA) Policy

Requirements:

It is the policy of the City of San Antonio to involve qualified small business and local business enterprises to the greatest extent feasible in the City's professional service and other discretionary contracts. Pursuant to Ordinance #69403, the City of San Antonio, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

On this contract, the City has established the following contracting goals:

Minority-Owned Business Enterprise (MBE):	32.5%
Women-Owned Business Enterprise (WBE):	13.0%
African-American-Owned Business Enterprise (AABE):	2.3%
Small Business Enterprise (SBE):	45.0%

Please note that a business could be classified in each category and therefore their utilization could be counted in each category of goals. For example, Company X submits proposal as a prime contractor for \$250,000 of services of which \$81,250 is subcontracted to Company Z. Company X retains \$168,750 of the contract. Company X is classified as local SBE, and Company Z is certified as an AABE, WBE, MBE and SBE. Goal compliance will be evaluated as follows:

Contract Amount: \$250,000

MBE	=	\$81,250 or 32.5%
WBE	=	\$81,250 or 32.5%
AABE	=	\$81,250 or 32.5%
SBE	=	\$250,000 or 100%

Company Z's \$81,250 subcontract counts towards MBE/WBE/AABE and SBE goals. Company X's \$168,750 balance counts towards the SBE goal. MBEs and WBEs submitting proposals as a prime contractor may count their status as such towards the appropriate goal. However, compliance with other goals (i.e., AABE, SBE etc.) is required.

Proposals shall include a Good Faith Effort Plan (GFEP). The GFEP shall include specific documentation, as outlined in **SBEDA Form 117C, "Good Faith Effort Plan for Subcontractors and Professional Services" (ATTACHED)**, that demonstrates a commitment by the proposer, to utilize minority and women business enterprises in a percentage which equals or exceeds the above goals. **Any proposal that does not include the GFEP shall be declared non-responsive.**

A firm may count toward the above goals a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE, WBE, AABE, or SBE participation in the joint venture. The MBE, WBE, or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks, and profits of the joint venture.

Interested contractors are encouraged to contact the Economic Development Department for pertinent information regarding the City's SBEDA Policy. For information call the SBEDA Office at (210) 207-3915, FAX: (210) 207-3909.

Rev. 6/8/01

10. Bonds:

A Bid Bond in the amount of \$5,000 must accompany any bid to demonstrate good faith in the submission and to show the Bidder's intent to enter into a contract with the City of San Antonio and to furnish the necessary Performance Bond and required insurance. A deposit in the form of a cashier's check or certified check made payable to the City of San Antonio may be substituted for a Bid Bond.

Said Bond shall be refunded to all Bidders whose bids are not accepted by the City. Such refund shall occur following City Council's actions by ordinance authorizing acceptance of one of the bids received by the City. The Bid Bond of the successful Bidder will be returned upon receipt of a \$100,000 Performance Bond. Failure to provide the required \$100,000 Performance Bond or other instrument acceptable to the City shall result in forfeiture of the Bidder's \$5,000 Bid Bond and void Bidder's selection as provider.

11. Checklist Of Required Documents:

All documents included in Part IV of this Invitation For "Best Value" Bid must be completed in their entirety and prepared in accordance with provided instructions. All documents must be signed and included in the Bid Package. Failure to sign and/or include all documents, completed in their entirety, may result in disqualification of the bid.

12. Facility Floor Plans and Event Calendars:

Contractors interested in bidding this project may pick up copies of the following documents at the City of San Antonio Purchasing Department, 131 W. Nueva St., San Antonio, Texas. This information can also be mailed to interested bidders by calling 210-207-7260. Please reference Bid Number 02-024 when requesting these documents.

Alamodome Event Calendar (tentative) – January 2002 through September 2003

Wolff Stadium Event Calendar (tentative) – February 2002 through September 2002

Alamodome Floor Plans – Field, Plaza, Mezzanine, Club and Upper Concourse levels

Wolff Municipal Stadium Layout

9. If, during verification of above conditions, an unacceptable condition is discovered, the contractor shall correct the condition prior to the event, and subject to approval of the assigned Alamodome representative.

Event Tasks

1. Sweep up all debris and trash in aisles, concourse areas, restrooms, vomitories, stairwells, seating areas, floors and grounds (including outside plaza if required), meeting rooms, and all other areas accessible to patrons, guests, or promoters;
2. Mop all spills in the concourse areas, restrooms, vomitories, stairwells, seating areas, floors, and all other areas accessible to patrons, guests, or promoters;
3. Check and clean restrooms continuously throughout the event and restock as needed with paper towels, soap, toilet paper, and feminine supplies;
4. Remove trash from trash cans and replace liners continuously throughout the event as needed. Immediate disposal of trash bags into dumpster after removal is required; and
5. Vacuum and spot clean all carpet areas in the suite level.

B) POST-EVENT HOUSEKEEPING REQUIREMENTS

Post-Event housekeeping management and service requirements will include, but not limited to, the cleaning of all restrooms, stairwells, concourse areas, vomitories, floors and grounds (including outside plaza if necessary), elevators, meeting rooms, seating areas, parking lot, dock area and other areas accessible to patrons, guests, or promoters during the event and assigned restocking rooms. ALL POST-EVENT CLEANING WILL BE ACCOMPLISHED WITHIN 24 HOURS AFTER THE EVENT HAS ENDED, OR PRIOR TO THE NEXT EVENT, WHICHEVER IS SOONER. Meeting rooms, locker rooms, officials rooms, interview rooms, and other restricted rooms will be cleaned only when instructed and will be assigned to designated authorized personnel. One event supervisor at each cleaning area will be required to insure tasks are being accomplished properly. One site manager in charge of all event supervisors will be required to report to an Alamodome representative.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of Alamodome personnel and include but are not limited to:

1. Pick up all trash and debris from all areas, including the parking lots, and empty, clean and reline all refuse receptacles. Clear all areas under contract of all trash and debris. All trash to be removed after every event from under seating units. All trash cans and containers to be emptied into dumpsters within 12 hours of the end of an event;

C) SUPPLEMENTAL CONVERSION REQUIREMENTS

Personnel will be needed from time to time to assist in the set-up and /or tear down of the various configurations required to support the variety of activities and events that take place at the Alamodome. Conversion management and service requirements are varied because of the large variety of events that take place at the Alamodome. These events include, but are not limited to, basketball, football, hockey, concerts, thrill shows, ice skating, tradeshows and rodeos. Personnel should be mechanically inclined and qualified to operate equipment to effectively perform the conversion tasks. Various power tools and forklifts are used during the conversions, and require well-trained, experienced and highly skilled operators to maneuver such tools and equipment to attain and expedite conversion from use for one type of event to another in as brief a period of time as possible, while exercising safety and caution at all times. Further, contractor agrees to employ persons who will be (a) time sensitive to the need to convert the configuration in a quick, efficient and brief time span and (b) group-sensitive to the wide span of group composition and size.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of Alamodome personnel and include but are not limited to:

1. Set-up and break-down of chairs and seating platforms;
2. Installation and removal of basketball court, goals, and accessories;
3. Installation and removal of low riser seating system;
4. Installation and removal of camera platform with scaffolding, concourse, and accessories;
5. Installation and removal of artificial football turf, goals, and accessories;
6. Installation of all ice rink equipment to include the making and removal of ice;
7. Installation and removal of staging, speaking platforms, media tables, and associated equipment;
8. Verify equipment readiness to include propane bottles and fluid levels on operating equipment are at the full capacity, check tires for flats; and
9. Only properly trained personnel shall be authorized to operate City of San Antonio equipment.

- Verify grille building family restroom is clean and restocked
 - Final mop of customer service floor and elevator floor by 5:00 p.m.
 - Verify sky box trash cans are placed and liners are installed
 - Verify mezzanine trash cans are placed and liners are installed
 - Verify concourse trash cans are placed and liners are installed
 - Verify first base berm trash cans are placed and liners are installed
 - Verify third base berm trash cans are placed and liners are installed
 - Verify picnic area trash cans are placed and liners are installed
 - Sweep stadium seating water puddles.
 - Wipe stadium seating;
5. If, during verification of above conditions, an unacceptable condition is discovered, the successful contractor shall correct the condition prior to the event, and subject to approval of the assigned Alamodome or Wolff Stadium representative.

Event Tasks

1. Check and clean restrooms continuously throughout the event and restock, as needed, with paper towels, soap, toilet paper, and feminine supplies;
2. Remove trash from trashcans and replace liners continuously throughout the event, as needed. Immediate disposal of trash bags into dumpster after removal is required
3. Clean grounds throughout the event.
4. Trash bulk operations;
 - Stadium seating trash bulk
 - Sky box room trash bulk complete and trash can liners removed
 - Sky box level trash can liners removed
 - Mezzanine level trash can liners removed
 - Concourse trash can liners removed
 - Berm areas trash can liners removed
 - All trash can liners are disposed in the maintenance trash disposal; and
5. Back pack blower operations: after bulking operations, entire seating, mezzanine and concourse area are to be swept with the back pack blowers
 - Stadium seating area
 - Mezzanine level walkway
 - Concourse walkway

5. Restrooms:

- Clean all drinking fountains
- Clean concourse restroom toilets, urinals, partitions, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper.
- Clean family restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper.
- Clean mezzanine toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper
- Clean grille building restroom toilets, urinals, partitions, lavatories, mirrors, counters and floors and restock as needed, with paper towels, soap, and toilet paper;

6. Stadium berm and picnic areas:

- Remove all trash throughout the picnic area
- Wash down picnic tables
- Empty picnic area trash cans and replace liners
- Remove all trash in third base berm
- Empty third base trash cans and replace liners
- Empty first base trash cans and replace liners
- Empty concourse trash cans and replace liners
- Empty mezzanine trash cans and replace liners
- Empty sky box trash cans and replace liners;

7. Dugouts and dugout restrooms:

- Empty trash cans and replace liners
- Sweep wood floors in dugouts
- Wipe benches
- Clean dugout restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper;

8. Lower level corridors and rooms:

- Sweep and mop floor matting
- Empty aux. coaches locker trash cans and replace liners
- Clean restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper
- Check star dressing room and empty trash cans and replace liners
- Clean restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, toilet paper;

9. Stadium management office:

- Empty trash cans and replace liners
- Clean restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper
- Vacuum all office floors
- As needed, all carpets in required areas shall be shampooed or bonny buffed depending on spills and traffic level.
- Clean drinking fountain
- Sweep and mop corridor floors
- Wipe box office counters and clean windows

5. Miscellaneous Requirements:

- A) The successful contractor will provide a Management and Operating plan outlining the proposed method, personnel, and time required to perform the task outlined for the Alamodome event and post-event housekeeping, and conversions, and Wolff Stadium event and post-event housekeeping;
- B) The successful contractor may be requested by the Alamodome Director, or his designee, to perform special projects to clean carpets, clean windows and sills, and other tasks as required. Labor time and specifications will be established to accomplish the task and a signed verification work order request will be completed prior to any work being started. The Alamodome Director, or his designee, will establish with the contractor's site manager an agreed amount of persons and hours that are required to accomplish the task, and this agreement will constitute the approved work order which must be signed to authorize the work.
- C) Bidder(s) must have the ability to meet time and personnel schedules in the contract and to provide a minimum of one hundred (100) employees at any given time upon twenty-four hour notice, upon request.
- D) On a weekly basis, the Alamodome Director, or his designee will notify the successful contractor of the possible work dates and number of people needed. The Alamodome reserves the right to cancel or change requests up to twenty-four hours prior to the scheduled activity or event;
- E) The contractor will assign a site manager to the Alamodome on a full-time basis. Said site manager will have the authority and knowledge to make all decisions or solve problems that may arise regarding the Alamodome and Wolff Stadium. This site manager will also serve as the point of contact for scheduling questions or problems. The Alamodome will provide approximately 780 sq feet of office space for the contractor's site manager as part of the contract;
- F) Contractor shall conduct a roll call 15 minutes prior to work call in order to insure ample time to contact additional employees to fill shortages of staff;
- G) The contractor shall provide a background check and drug screen on all employees. Employees having a felony record will not be accepted;
- H) Contractor personnel working will be required to wear a uniform (color to be selected by the Alamodome) with a name tag and authorized numbered credential so they are easily recognized. Contractor shall pay for the uniform and provide uniforms at no cost to the employee. Any employee not in the required uniform, will not be permitted to work;

IV. REQUIRED DOCUMENTS (GENERAL INFORMATION):

The following is a list of documents and documentation that must be included in the Bid Package. Each document must be signed by an authorized officer of the company or where applicable, by officials of other firms or institutions. Failure to submit any of the required documents or documentation or failure to sign each document may disqualify the bid.

Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

1. Checklist of Required Documents
2. Experience Statement
3. References
4. Contractor Rates
5. Proposed On-Site Management and Operating Plan
6. Qualifications of Key Personnel
7. SBEDA Form 101 - List of Subcontractors
8. SBEDA Form 117C - Good Faith Effort Plan
9. Business, Corporate and/or Partnership Information
10. Statement Related to Performance Bond Requirement
11. City of San Antonio Discretionary Contracts Disclosure
12. Litigation Disclosure

Item 2

EXPERIENCE STATEMENT

1. Number of years engaged in this type of business and in businesses which have involved entertainment facilities.

_____ Years

2. Fully describe your company and experience as it relates to the following:
 - a. History of successful and stable company operation for a period of at least three years.
 - b. History of past relations with the City of San Antonio.
 - c. History of successful housekeeping and conversion services contracts at major sports and entertainment facilities. List of major sports and entertainment facilities.

_____ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

2. Operational References: List persons or businesses who have knowledge of your ability to operate the type and scope of business proposed.

Reference No. 1

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 2

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 3

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 4

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

Item 4

CONTRACTOR RATES (CONT.)

OPTION YEAR 1

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	_____		\$ _____ PER MONTH
Event Supervisor	_____	3,100 hours	\$ _____ PER HOUR
Cleaning Attendant	_____	26,350 hours	\$ _____ PER HOUR
Conversion Technician	_____	1,550 hours	\$ _____ PER HOUR

OPTION YEAR 2

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	_____		\$ _____ PER MONTH
Event Supervisor	_____	3,100 hours	\$ _____ PER HOUR
Cleaning Attendant	_____	26,350 hours	\$ _____ PER HOUR
Conversion Technician	_____	1,550 hours	\$ _____ PER HOUR

Item 6

QUALIFICATIONS OF KEY PERSONNEL

1. Include names and qualifications of key personnel to be assigned to the Alamodome and Wolff Stadium (please include resumes).

_____ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

Item 8

**GOOD FAITH EFFORT PLAN
SBEDA FORM 117C**

NAME OF COMPANY: _____

PROJECT NAME: _____

1. Identify all solicited contractor areas, actual or anticipated. (Use additional sheets as needed). If small, minority, African American, and women business enterprise (S/M/AA/WBE) contracting goals were met, skip to #9.

COMPANY NAME & TRADE AREA	DOLLAR AMOUNT	DBE (Y/N)	D/M/WBE CERTIFICATION NUMBER

2. If S/M/AA/WBE contracting goals were not achieved in a percentage that equals or exceeds the City's S/M/AA/WBE goals, please give explanation.

3. List all S/M/WBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other business associations solicited for S/M/AA/WBE referrals.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC
DEVELOPMENT

3. If a CORPORATION, Answer the Following:

- A. Date of Incorporation: _____
- B. Where Incorporated: _____
- C. Is the Corporation authorized to do business in Texas? Yes [] No []
- D. If yes; _____
Name and address of Registered Agent in Texas
- E. Attach Certificate of Authority (pursuant to Article 8.05 of the Texas Business Corporation Act to transact business in Texas).
- F. The Corporation is held: Publicly [] Privately []
- G. Furnish the name, title and address of each officer, director, and principal shareholders owning 10% or more of the Corporation's issued stock:

Name	Title	Address	% Share
------	-------	---------	---------

4. If a JOINT VENTURE, Answer the Following:

- A. Date of Organization: _____
- B. Joint Venture Agreement recorded: Yes [] No []

Date Book Page County
- C. Has the Joint Venture done business in Texas? Yes [] No []
If yes, when? _____

D. Furnish the name, address and percent of ownership of each Joint Venture:

Name	Address	% Ownership
------	---------	-------------

- E. Please attach a copy of the Joint Venture Agreement.

Item 10

STATEMENT RELATED TO PERFORMANCE BOND REQUIREMENT

Provide a statement marked Item 10 and signed by an authorized officer of the Bidder's company which unequivocally states that the Bidder, if he/she/it is conditionally awarded the Contract, will deliver to the City, a Performance Bond in an amount of \$100,000 within fourteen (14) calendar days following the date of the City Ordinance which authorizes the City Manager to execute the Contract for the City. This statement must acknowledge Bidder's understanding that the City ordinance which authorizes the Contract will be conditioned on the delivery of said Performance Bond to the City. Failure to provide such Bond within the fourteen (14) calendar days following the date of the ordinance may render null and void the City's award of the Contract to the Bidder.

BY: _____

TITLE: _____

FOR: _____

(Name of Firm Submitting Bid)

DATE: _____

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

V. Proposed Agreement

handicapped and disabled, including without limitation, the Occupational Safety And Health Act and the Americans With Disabilities Act. For purposes hereof "Governmental Authority" shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental or quasi-governmental unit (federal, state, county, district, municipal, Owner or otherwise), whether now or hereafter in existence.

(f) "Month" shall mean any calendar month unless otherwise specifically stated.

(g) "Service Equipment" shall mean the equipment to be provided by the City which is listed on Exhibit "A" attached hereto and incorporated herein for all purposes.

(h) "Service Facilities" shall mean the Alamodome and the Nelson Wolff Municipal Baseball Stadium.

(i) "Services" shall mean the provision of housekeeping and conversion services to the Service Facilities.

(j) "Tenant" shall mean any party, whether it be a group, individual, corporation, or other entity, holding an event in the Service Facilities pursuant to an Event Contract.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 The Agreement. Subject to the terms and conditions contained in this Agreement, City hereby grants to Contractor the following:

(a) Except as limited in this Agreement, the right and privilege to provide Temporary Housekeeping and Conversion Services.

(b) The right and privilege to use and occupy the Service Facilities in connection with Contractor's provision of Services pursuant to the terms of this Agreement.

Contractor agrees that it will not use the Service Facilities (i) to conduct business not related to events in the Service Facilities or (ii) to provide services directly to teams, groups, associations or performers appearing or meeting in the Service Facilities without the prior written consent of City.

Section 2.2 City's Reservations. City reserves to itself, its successors, assignees, and contractors all rights, duties and benefits of the management, occupancy and operation of the Service Facilities not granted to the Contractor as part of the Agreement.

- (b) Contractor will not perform any work unless an event staff sheet has been prepared and approved by the Alamodome Director or his designee;
- (c) Contractor's employees will sign in and out at designated points when entering and leaving Service Facilities;
- (d) Contractor shall submit daily detailed report of all employees and hours worked to designated Alamodome or Wolff Stadium staff member for approval;
- (e) All billings shall be accompanied by copies of approved daily reports supporting hours billed; and
- (f) Contractor shall retain all time cards and payroll records for a period of two years after billings during which time Contractor's records will be open to audit by City.

Section 3.3 Payment Amounts. Payments to Contractor shall be in the amount shown by the billings and other documentation submitted and shall be subject to City's approval. All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been approved by City. Any costs incurred as the result of downtime between events, when services may not be required, will not be reimbursed and should be part of the overhead included in the Contractor's actual hours billed. City shall not withhold payment on undisputed portions of the invoice pending resolution of any disputed portions. Contractor shall submit an invoice with a copy of the signed, approved staffing sheet attached for each individual event for billing purposes. This invoice and attachment shall be submitted to the Alamodome's Fiscal Division for payment.

Section 3.4 Payments to Contractor Only. City shall not be obligated or liable under this Agreement to any party other than Contractor for payment of any monies or provision of any goods or services.

Section 3.5 Unsatisfactory Performance or Non-performance. A continuing unsatisfactory performance or non-performance may result in financial penalties to Contractor, i.e., deductions from the monthly payment. The amount deducted will be negotiated between the parties. If such financial penalties levied against Contractor fail to produce more satisfactory performance by Contractor, City reserves the right to cancel the Agreement.

ARTICLE IV

AUDITS

Section 4.1 Audits. Contractor, its employees (and agents, representatives, associates, and volunteers, as applicable), and its contractors and subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Agreement and shall make such materials available at their respective offices at all reasonable times and with reasonable notice and as often as City may deem necessary during the Agreement period for the purpose of accounting and audit inspections by City and any of its authorized employees, agents, representatives,

(h) require its employees, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, concerning the storage and use of all chemicals and cleaning solutions which will be kept and/or used at Service Facilities. Contractor will provide and maintain a current logbook with all cleaning solutions and chemicals which will be kept and/or used at the Service Facilities, including an MSDS (Material Safety Data Sheet) for each product. Contractor will also be responsible for providing adequate instructions and safety training for all employees regarding the proper use of all cleaning products, including a safety manual with procedures for responding to misuse and/or accidents involving these cleaning solutions and/or chemicals, such manual to be available on-site at all times and updated as necessary. Contractor will provide protective disposable gloves, safety glasses and clothing as necessary for the job and will instruct all employees to wear protective items when and where required.

(i) ensure that it and its employees are knowledgeable in the proper handling and disposal of biohazardous material, should the need arise.

(j) prohibit its employees from disturbing papers on desks, opening desks, drawers or cabinets, and/or using office equipment. The use of phones by Contractor's employees will be limited to those calls necessary to perform Services and/or emergency situations.

(k) prohibit family members and friends of Contractor's employees from accompanying them on the job site at any time.

(l) perform Contractor's obligations under this Agreement and conduct the management and operation of the Services conducted by Contractor pursuant to the Agreement at all times with integrity and good faith and consistent with the terms of this Agreement. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's service at a level commensurate with the highest standard in the industry.

(m) be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately upon learning of such damage.

Section 5.2 Personnel. Contractor shall at all times comply with the following requirement regarding its personnel at, and staffing of, the Service Facilities:

(a) Contractor shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide

Contractor shall not include on the list any person that City has required Contractor to expel or exclude from the Service Facilities. City shall deliver the credentials at least one (1) day before the event. Any badges delivered pursuant to the terms hereof shall remain the property of City and shall be returned to City immediately after the event. City may, however, deliver to Contractor's management staff badges that may be retained indefinitely until revoked by City.

(e) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or physical disability.

(f) City may exclude Contractor's personnel from any portion of the Service Facilities prior to an event at which Contractor provides Services if it is requested to do so by the Tenant conducting such event or building management; provided, however, in the event that any of the Contractor's personnel is so excluded for any period of time, City agrees to take into account such exclusion and the effect it will have on Contractor's ability to adequately set up for the event at which Contractor is to provide Services in determining the reasonable period of time before the commencement of the event for which Contractor shall have access to the Service Facilities.

(g) Except as otherwise provided above all subcontractors must be approved by City, regardless of whether or not such sub-contractors hold a license to provide on-going Services in the Service Facilities, and all subcontractors shall be deemed to be Contractor's employees for all purposes under this Agreement.

Section 5.3 Security and Safety Precautions. Contractor shall take the following precautions:

(a) All keys issued to Contractor will be maintained according to policies approved by City. Liability for lost keys, rekeying costs reasonably necessary for the security of the premises and other related expenses shall be the full responsibility of Contractor in the event that Contractor's employees are responsible for such lost, damaged or misplaced keys.

(b) Contractor's employees shall promptly report any noted hazardous conditions and/or items requiring repair (such as leaky faucets, toilet stoppages, etc.) to City.

(c) City reserves the right to conduct a contraband search (illegal weapons, drugs and/or alcohol) of Contractor, Contractor's employees, representatives, agents, associates, contractors, subcontractors and volunteers at any time if City personnel; determine just cause necessitates said search. Such search will be performed by an on-site security officer or guard. In the event any of the individuals searched are found to be in the possession of contraband, said contraband will be confiscated and said individual will be

material deficiencies exist then the supplemental GFEP shall be denied and will constitute Contractor's failure to resolve any deficiencies. Failure to obtain an approved GFEP within ninety (90) days of initial denial shall constitute a default and result in payment by Contractor of \$1,000 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date of notice shall constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director, result of forfeiture of the entirety of this Agreement.

Section 5.6 Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of the Equal Employment Opportunity Act. Contractor also agrees to abide by the City's Equal Opportunity Affirmative Action policy.

(b) Contractor shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, or handicap.

(c) Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Contractor shall be obligated to procure the insurance required hereunder and all permits and licenses necessary for such lawful provision of the Services prior to the delivery of executed counterparts of this Agreement to the City. If either such certificate or said licenses and permits have not been delivered at the time Contractor delivers executed counterparts of this Agreement to the City, then City may terminate this Agreement without regard to any expense or liability incurred by either party hereto in contemplation of the commencement of this Agreement.

Section 7.3 Renewal Option. Provided that Contractor is not in default under this Agreement and no event has occurred which, with the passage of time, giving of notice or both would constitute a default hereunder, Contractor shall have the right to renew the terms and conditions hereof for two (2) one (1) year periods upon the terms and conditions set forth in this Section 7.3. In the event Contractor desires to so renew this Agreement, it shall do so by sending written notice of such desire to City on or before the date which is ninety (90) days before the date on which this Agreement is then scheduled to terminate. Upon delivery of such notice, Contractor shall be deemed to have renewed its rights hereunder for an additional one (1) year period and Contractor and City shall enter into an agreement formally amending the terms hereof to reflect such amended termination date, subject to future City Council approval and appropriation. In no event shall Contractor have the right to renew this Agreement beyond the expiration of the two (2) one (1) year renewal periods.

Section 7.4 Termination Right. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. On the date which is ninety (90) days from and after the date of the receipt of the canceling party's notice that it desires to terminate this Agreement, this Agreement shall terminate and neither party shall have any further obligations one unto the other hereunder; provided, that the foregoing shall not be deemed or construed as releasing either party from any obligations which may have accrued to the other prior to the date of such termination, it being agreed that all such obligations shall expressly survive the termination hereof until fully performed by the party obligated to do so.

Section 7.5 Equipment Upon Termination. Upon termination of this Agreement, without regard to how such termination may be brought about (including default of any party), Contractor shall surrender and deliver peacefully all Service Areas and Service Equipment utilized to provide services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to the Service Facilities made by Contractor and all permanent affixed equipment installed by City or Contractor shall be the property of City.

- | | | |
|----|-------------------------------|----------------------------|
| c. | Business Automobile Liability | Combined Single Limit for |
| | 1. Owned/lease vehicles | bodily injury and property |
| | 2. Non-owned vehicles | damage of \$1,000,000 per |
| | 3. Hired vehicles | occurrence |

*If applicable

City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by City, the Contractor shall accomplish such changes in policy coverages, and shall pay the cost thereof.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a) Name City and its officers, employees, agents and elected representatives as additional insureds (as the interests of each insured may appear), as to all applicable coverage, with the exception of the worker's compensation and employer's liability policy;
- b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy; and
- c) Worker's compensation and employer's liability policy will provide a waiver of subrogation in favor of City.

Contractor shall notify City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, which must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following address:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

City Clerk's Office
P.O. Box 839966
City Hall - Second Floor
100 Military Plaza
San Antonio, Texas 78283-3966

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 City Events of Default. Each of the following acts or omissions of City or occurrences shall constitute a "City Event of Default":

(a) Failure of City to substantially perform or observe any of the material obligations or covenants of City under this Agreement within sixty (60) days following receipt of written notice to City of such failure; provided, however, that if such performance cannot be reasonably accomplished within such sixty (60) day period, then the failure to commence such performance or observance within such sixty (60) day period or to diligently prosecute such performance or observance to conclusion;

(b) (i) The filing by City of a voluntary petition in bankruptcy or (ii) the adjudication of City as bankrupt; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of, or in respect of, City under the Bankruptcy Code, or any other similar state or federal law dealing with creditor's rights generally; or the appointment of a receiver, trustee, or other similar official for City or its property, unless within ninety (90) days after such approval of filing or appointment City causes such appointment to be set-aside, dismissed or discharged; and

Section 9.2 Remedies for City Events of Default. Whenever any City Event of Default shall occur and if such event is still continuing after expiration of all applicable periods provided herein to the City to cure such occurrence, Contractor shall, at its option, and as its sole and exclusive remedies, either (i) terminate this Agreement by giving written notice thereof to City, and immediately, upon receipt of such notice by City, this Agreement shall terminate, or (ii) seek actual damages only. In no event shall City ever be liable to Contractor for incidental, consequential, speculative or punitive damages and Contractor shall not be entitled to enforce specific performance of this Agreement. Contractor waives all rights it may have to file a *lis pendens* or other lien against the Service Facilities, the City's interest in the Service Facilities Contract, or the realty demised to City under the Service Facilities Contract.

Section 9.3 Contractor Events of Default. Each of the following acts or omissions of Contractor or occurrences shall constitute a "Contractor Event of Default."

(a) Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Contractor or of any amendment between the City and Contractor and violation by Contractor of any rule, regulation, or law to which Contractor is bound or shall be bound under the terms of this Agreement.

(b) Failure of Contractor to provide Services to any event which Contractor is obligated to provide such services hereunder;

of such re-entry and/or repossession are hereby waived. Contractor agrees that any re-entry by City may be without the necessity for any legal proceedings, and City shall not be liable in trespass or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, and without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, City shall have the right of access to and use of Equipment to provide the Services to be provided by Contractor under this Agreement under circumstances in which immediately prior to any event at which Contractor is required to provide Services (previously scheduled and actually held) in the Service Facilities either (i) Contractor acting through its authorized representative has informed or informs City that it is unable or unwilling to provide the services required by this Agreement for such event or (ii) without City being informed of such inability or unwillingness in accordance with (i) preceding, City reasonably believes, immediately prior to such event, that Contractor will not or cannot provide any such services to the Service Facilities for such event. In any such event, any proceeds or receipts derived from such operation by City (or its designee) for such period of time that City (or its designee) is providing Services which were to be provided by Contractor pursuant to the terms hereof shall belong solely to City without any accountability to Contractor therefor and any expenses incurred by City (or such designee) in providing Services which were to be provided by Contractor pursuant to the terms hereof during such period shall be paid out of any such proceeds derived therefrom; provided, however, that in the event City (or such designee) sustains a loss in connection therewith (i.e., the proceeds derived therefrom are less than the cost and expenses of any such operation), then, in such event, all such losses incurred by City (or such designee) as a result thereof shall be repayable by Contractor to City upon demand.

Furthermore, City shall, without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, upon the occurrence of a Contractor Event of Default, have the right, but shall not be obligated, and without waiving such Contractor Event of Default, to take such action as may be necessary to remedy such Contractor Event of Default on behalf of, and for the account of, Contractor, and upon City taking such remedial action Contractor shall be obligated to and hereby agrees to pay City, upon demand, all costs, expenses, and disbursements incurred by City in taking such remedial action.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment. Contractor shall not assign this Agreement or any right or privilege contained herein or mortgage, pledge or hypothecate any interest or right granted by this Agreement or grant any of the foregoing without the prior written consent of City and any such grant of any of the foregoing shall be void and of no effect.

Section 10.2 Subcontracting. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement, shall be subcontracted without the City's prior written approval. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written Agreement and, unless specific waiver

Section 10.8 Advertising of Names. Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Service Facilities or on the streets and sidewalks adjacent to the Service Facilities or use the name of the Service Facilities once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

Section 10.9 Notices. Notwithstanding any other provision contained in this contract, notices, approvals or other communications provided for herein shall be validly given or made if in writing and delivered by hand or mailed registered or certified return receipt requested (postage prepaid, and with a copy mailed simultaneously by first class mail) as follows:

To Contractor:

To City:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

With Copy to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

or at such other address or addresses as may be specified by either party hereto by written notice delivered to the other as provided herein. Any such notice if sent in accordance with the provisions of this Section 10.9 shall be deemed delivered in all events within five (5) days following the deposit thereof in the U.S. mails as above provided.

such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

Section 10.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Section 10.16 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

Section 10.17 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections or Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subsection of another document or instrument

Exhibit A
Equipment and Supply List

Bicycle Racks
Blowers (leaf and carpet)
Bonnet Machine (carpet)
Brooms (push, stadium, and lobby)
Burnishers
Cleaning and Chemical Supplies
Dust Mops
Dust Pans
Extractors (Water)
Feather Dusters
Floor Dollies
Floor Pads (stripping, scrubbing, buffing, and polishing)
Floor Scrapers
Floor Squeegees
Floor Sweepers
Janitorial Carts
Locking "C" - Clamps
Mop Buckets and Ringers
Mops
Plastic Pumps for 55 Gallon Barrels
Pressure Washer
Spray Bottles
Step Ladders
Sweepers (Power Boss)
Toilet Bowl Brushes
Trash Receptacles
Vacuum Cleaners
Voyagers
"Wet Floor" Signs
Wet/Dry Vacuum
Window Squeegees

Exhibit C

Contractor's Response to City's
Invitation for Best Value Bid

City of San Antonio

Alamo Dome

Solicitation # 02-024

Go-Professional Environmental Management

1400 West Avenue
San Antonio, TX 78201

(210) 738-2394

(210) 738-2397 fax

Alamodome and Nelson W. Wolff Municipal Stadium Housekeeping and Conversion Services

Item 1

CHECKLIST OF REQUIRED DOCUMENTS

<u>DOCUMENT</u>	<u>CHECK & INITIAL</u>
A. Experience Statement	✓ <u>DSB</u>
B. References	✓ <u>DSB</u>
C. Contractor Rates	✓ <u>DSB</u>
D. Proposed On-Site Management and Operating Plan	✓ <u>DSB</u>
E. Qualifications of Key Personnel	✓ <u>DSB</u>
F. SBEDA Form 101 – List of Subcontractors	✓ <u>DSB</u>
G. SBEDA Form 117C – Good Faith Effort Plan	✓ <u>DSB</u>
H. Business, Corporate and/or Partnership information	✓ <u>DSB</u>
I. Statement Related to Performance Bond Requirement	✓ <u>DSB</u>
J. City of San Antonio Discretionary Contracts Disclosure	✓ <u>DSB</u>
K. Litigation Disclosure	✓ <u>DSB</u>

Item 2

EXPERIENCE STATEMENT

1. Number of years engaged in this type of business and in businesses which have involved entertainment facilities.

_____ Years

2. Fully describe your company and experience as it relates to the following:
- a. History of successful and stable company operation for a period of at least three years.
 - b. History of past relations with the City of San Antonio.
 - c. History of successful housekeeping and conversion services contracts at major sports and entertainment facilities. List of major sports and entertainment facilities.

Please check if response is included as a separate document.

BY: SAM SALAS *Samuel J. Salas*

TITLE: Exec. VICE PRESIDENT

FOR: GO-PROFESSIONAL ENVIR. MGT.
(Name of Firm Submitting Bid)

DATE: 12/21/01

ITEM #2

EXPERIENCE STATEMENT

- 1. Number of years engaged in this type of business and in businesses, which have involved entertainment facilities.**

Answer: Go Professional Environmental Management was founded in 1988, which is 13 years of providing custodial services to a current customer base that spans the Continental United States. Go Professional Environmental Management has specifically 4 years experience of providing service to entertainment/concert venues.

- 2. Fully describe your company and experience as it relates to the following:**

- A. History of successful and stable company operation for a period of at least three years.**

Answer: Go Professional Environmental Management has had a history of growth and continued service since it's inception in 1988. In 1988 through 1995 Go Professional Environmental Management primarily was confined to the San Antonio Metro Area. A prime example of our rapid growth history is illustrated as follows: In 1996, Go Professional Environmental obtained the Army/Air Force Exchange Services Contract at Ft. Hood, Tx. In 1998, the Army/Air Force Exchange Services Contract at Ft. Carson, Colo., Peterson AFB, Colo., Air Force Academy, Colo., and Davis Mothan AFB, Az. were added. In 1999, Army/Air Force Exchange Services Contract at Keesler AFB, Miss., Mac Dill AFB, Fla., and Wright Patterson AFB, Oh. were added. In the year 2000, Army/Air Force Exchange Services Contract at Maxwell AFB, Ala., and Moody AFB, Ga. were added. In the year 2001, the Army/Air Force Exchange Services Contract at Military District of Washington D.C. , Aberdeen Proving Grounds, Md., Ft. Irwin, Ca. and Ft. Bliss, Tx. were added. A total of twenty-one military installations covering 10 states and the District of Columbia comprised 1,379, 968 sq. ft. of cleaning area. In addition successful entertainment venues were added to our resume, such as Verizon Amphitheater, with an inagural season of over 40 concert events in 2001 and Sunken Garden Theater 2001 season. At present Verizon Amphitheater contract has been extended to the 2002 season with an anticipated schedule of even larger events/concerts and bookings. The

Sunken Garden Theater contract is also in effect for the 2002 season with also an anticipated increase in size and number of events. Go Professional Environmental grew from an initial staff of 1 person to a national corporation with hundreds of employees and staff. Future expansion into new markets is greatly anticipated and presently being actively sought.

B. History of past relations with the City of San Antonio.

Answer:

City of San Antonio P.O. Box 839966 San Antonio, TX. 78283	(City Offices) (Contract #14531)
City of San Antonio-Eco/Dev Washington Place 215 S. San Saba San Antonio, TX. 78283	(Contract #A515)
City Public Service Board P.O. Box 2921 San Antonio, TX. 78229	(City Utility Company) (Contract #63600)
San Antonio Police Department P.O. Box 743712 San Antonio, TX. 78283	(Vehicle storage/offices)
Bexas County Appraisal Dist. 411 N. Frio San Antonio, TX. 78283	(New office building) (Contract #103743)

C. History of successful housekeeping and conversion service contracts at major sports and entertainment facilities. List of major sports and entertainment facilities.

Answer: Go Professional Environmental has had a very successful Year with providing services to Verizon Amphitheater and Sunken Garden Theater in San Antonio. Within the past year of service, on Call requirements were fulfilled, proper staffing met, pre-event Clean, event clean and post-event clean successfully met. In Addition Go Professional Environmental provided immediate Allocation of additional staff, when requested on several occasions due to exceeded attendance estimations.

_____ Please check if response is included as a separate document.

BY: Samuel J. Dabon

TITLE: Exec. V.P.

FOR: Go Professional Environmental Management
(Name of Firm Submitting Bid)

DATE: 12/21/01

Item 3

REFERENCES

1. Financial References: List four persons or firms with whom you have conducted significant financial transactions during the past three years. If firms are used, give the department and/or person who may be contacted. Attach a letter of reference from each of the persons and/or firms listed below:

Reference No. 1 - Financial Institution

Name: MINDA FORRESTER
Firm: JEFFERSON STATE BANK
Title: VICE PRESIDENT
Address: PO BOX 5190, SAN ANTONIO, TX 78201

Reference No. 2 - Financial Institution

Name: _____
Firm: MAKALU HOLDING COMPANY
Title: _____
Address: PO BOX 290038, SAN ANTONIO, TX 78238-1438

Reference No. 3 - Other

Name: RICK STONE
Firm: K-STONE MANAGEMENT
Title: OWNER
Address: 12081 STARCREST, SAN ANTONIO, TX, 78247

Reference No. 4 - Other

Name: STEVE MILLER
Firm: MILLER LEASING COMPANY
Title: OWNER
Address: PO BOX 5410, SAN ANTONIO, TX 78201-0410

2. Operational References: List persons or businesses who have knowledge of your ability to operate the type and scope of business proposed.

Reference No. 1

Name: ERIC BLOCKEY
Firm: VERIZON WIRELESS AMPHITHEATER
Title: GENERAL MANAGER
Address: _____
Nature of Association: SEE ATTACHED

Reference No. 2

Name: DEBORAH BENNETT
Firm: ARMY & AIR FORCE EXCHANGE SERVICES
Title: CONTRACTING OFFICER
Address: 2727 LBJ FREEWAY, DALLAS TX, 75743
Nature of Association: SEE ATTACHED

Reference No. 3

Name: PETER GEORG
Firm: SAN ANTONIO PARKS & RECREATION @ SUNKEN GARDENS THEATER
Title: EVENT MANAGER
Address: 950 E. HILDEBRAND AVE, SAN ANTONIO, TX 78212
Nature of Association: SEE ATTACHED

Reference No. 4

Name: STAN LAGROVE
Firm: WHOLE FOODS MARKETPLACE
Title: STORE DIRECTOR
Address: 255 E. BASSE RD., SUITE #130, SAN ANTONIO, TX 78209
Nature of Association: SEE ATTACHED

BY: *Donna J. Dalton*

TITLE: *Exec. V.P.*

FOR: *Lo Professional Environmental Management*
(Name of Firm Submitting Bid)

DATE: *12/21/01*

REFERENCE NO. 1

NATURE OF ASSOCIATION: RESPONSIBLE FOR BEFORE, DURING AND AFTER EVENT CLEAN-UP. DUTIES INCLUDE BUT ARE NOT LIMITED TO PREPARING SEATING, STAGE AND GROUNDS FOR CONCERT EVENTS. RESPONSIBLE FOR MAINTAINING GROUND AND RESTROOMS DURING CONCERT EVENTS. RESPONSIBLE FOR CLEANING OF GROUNDS, STAGE AREAS, RESTROOMS AND ADMINISTRATIVE OFFICES AFTER CONCERT EVENTS. THIS INCLUDES REMOVAL OF GROUND SEATING FURNITURE AFTER EVENTS.

REFERENCE NO. 2

NATURE OF ASSOCIATION: THESE ACCOUNTS INCLUDE BUT ARE NOT LIMITED TO THE DAILY CLEANING AND FLOOR MAINTENANCE OF MILITARY EXCHANGE FACILITIES THROUGHOUT THE UNITED STATES. THIS ALSO INCLUDES SUCH SERVICES AS STRIPPING & WAXING FLOORING, FLOOR AND CARPET RESTORATION, CARPET CLEANING, HIGH DUSTING, WINDOW CLEANING AND NEW CONSTRUCTION CLEANING.

REFERENCE NO. 3

NATURE OF ASSOCIATION: RESPONSIBLE FOR CLEAN UP OF STAGE AREA, SEATING AREA AND PARKING GARAGE AFTER EVENTS.

REFERENCE NO. 4

NATURE OF ASSOCIATION: RESPONSIBLE FOR DAILY CLEANING OF MARKETPLACE TO INCLUDE FLOOR MAINTENANCE. THIS INCLUDES THE STRIPPING AND WAXING OF THE FLOORS.



**JEFFERSON
STATE
BANK**

December 28, 2001

RE: Frio Nevado Corporation
dba Go Professional Environmental Management
1400 West Avenue
P.O. Box 290038
San Antonio, Texas 78280-1438

JEFFERSON STATE BANK
POST OFFICE BOX 5191
SAN ANTONIO, TEXAS
78201-0191
210/731-4311

TO WHOM IT MAY CONCERN:

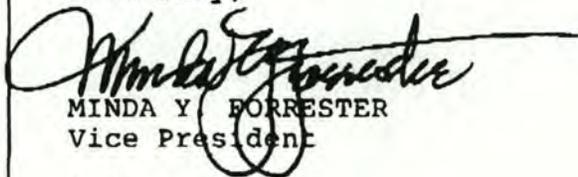
Frio Nevado Corporation d/b/a Go Professional Environmental Management has been a valued customer of our bank for over five years and maintains a very satisfactory banking and depository relationship with us, which currently averages a moderate five figure balance.

We have extended credit to them with a high credit of a moderate five figure amount for business purposes. Currently there is a low five figure balance outstanding and all payments have been handled as agreed.

We are pleased that Frio Nevado Corporation d/b/a Go Professional Environmental Management and its principals, Geoffrey Comstock, President, and Carol Johnston, Vice President, have chosen Jefferson State Bank for their banking needs. We have known of the company's fine reputation and have great respect and confidence in the ownership.

Please contact me if you should need additional information about our banking relationship with them.

Sincerely,


MINDA Y. FORRESTER
Vice President

MYF:ms

CENTRAL
BANKING CENTER
2900 FREDERICKSBURG ROAD

LEON VALLEY
BANKING CENTER
7666 BANDERA ROAD

WEST NORTHWEST
BANKING CENTER
8115 GRUSSOM ROAD

OLAMO HEIGHTS
BANKING CENTER
621 BROADWAY

NORTHEAST LOOP
BANKING CENTER
777 N.E. LOOP 410, SUITE 100

MORTGAGE LOAN OFFICES

OLAMO HEIGHTS
102 BROADWAY, SUITE H-2

ORTH CENTRAL
5601 BLANCO ROAD.
JT



**FLOORCARE
IS
OUR BUSINESS**

December 28, 2001

To Whom it May Concern:

Please accept this letter as an introduction to Go Professional Environmental Mgt.

We have done business with Go Pro, it's owners Geoff Comstock and Samuel Salas as a customer and a vendor for the past several years. Go Professional is held in high regards with K-Stone Management & K-Stone Supplies and Repairs.

If you need further information, please do not hesitate to contact my office at (210)494-0507

Sincerely,

A handwritten signature in cursive script that reads "Richard Stone".

Richard Stone
CEO

12081 Starcrest Dr.
San Antonio, Texas
78247
210-494-0507
888-252-2228
210-494-1714 Fax

MAKALU HOLDING COMPANY

December 25, 2001

To Whom It May Concern:

Go Professional Environmental Mgt., has been a Customer and associate of ours for quite some time.

We value our business relationship with Go Pro and it's owners/management staff, and would highly recommend your company doing business with Go Professional.

If you have any questions, or need further information, please do not hesitate to call me @ (210) 365-6211.

Sincerely,



Carol Rouse
Vice President

Item 4

CONTRACTOR RATES

The monthly and hourly rates must include all wages, worker's compensation and employer's liability insurance, payroll taxes, and any other employer burdens.

**RATES
BASE PERIOD (YEAR 1)**

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	<u>PROJECT MGR.</u>		\$ <u>1666.66</u> PER MONTH
Event Supervisor	<u>PROD. COORD.</u>	5,700 hours	\$ <u>8.95</u> PER HOUR
Cleaning Attendant	<u>PROD. STAFF</u>	48,450 hours	\$ <u>8.49</u> PER HOUR
Conversion Technician	<u>CONVERSION TECH.</u>	2,850 hours	\$ <u>9.15</u> PER HOUR

BASE PERIOD (YEAR 2)

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	<u>PROJECT MGR.</u>		\$ <u>1666.66</u> PER MONTH
Event Supervisor	<u>PROD. COORD.</u>	3,100 hours	\$ <u>8.95</u> PER HOUR
Cleaning Attendant	<u>PROD. STAFF</u>	26,350 hours	\$ <u>8.49</u> PER HOUR
Conversion Technician	<u>CONVERSION TECH.</u>	1,550 hours	\$ <u>9.15</u> PER HOUR

BASE PERIOD (YEAR 3)

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	<u>PROJECT MGR.</u>		\$ <u>1,800</u> PER MONTH
Event Supervisor	<u>PROD. COORD.</u>	3,100 hours	\$ <u>9.05</u> PER HOUR
Cleaning Attendant	<u>PROD. STAFF</u>	26,350 hours	\$ <u>8.75</u> PER HOUR
Conversion Technician	<u>CONVERSION TECH.</u>	1,550 hours	\$ <u>9.35</u> PER HOUR

Alamodome and Nelson W. Wolff Municipal Stadium Housekeeping and Conversion Services

Item 4

CONTRACTOR RATES (CONT.)

OPTION YEAR 1

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	<u>PROJECT MGR.</u>		\$ <u>1,800</u> PER MONTH
Event Supervisor	<u>PROD. COORD.</u>	3,100 hours	\$ <u>9.05</u> PER HOUR
Cleaning Attendant	<u>PROD. STAFF</u>	26,350 hours	\$ <u>8.75</u> PER HOUR
Conversion Technician	<u>CONVERSION TECH.</u>	1,550 hours	\$ <u>9.35</u> PER HOUR

OPTION YEAR 2

<u>TYPICAL TITLES</u>	<u>CONTRACTOR'S TITLES</u>	<u>ESTIMATED HOURS</u>	<u>RATE</u>
Site Manager	<u>PROJECT MGR.</u>		\$ <u>1,800</u> PER MONTH
Event Supervisor	<u>PROD. COORD.</u>	3,100 hours	\$ <u>9.25</u> PER HOUR
Cleaning Attendant	<u>PROD. STAFF</u>	26,350 hours	\$ <u>8.90</u> PER HOUR
Conversion Technician	<u>CONVERSION TECH.</u>	1,550 hours	\$ <u>9.45</u> PER HOUR

Item 5

PROPOSED ON-SITE MANAGEMENT AND OPERATING PLAN

1. Management Structure: Describe the management structure to be used in your operation. Charts, diagrams, and descriptive materials may be used to expand or clarify.

Please check if response is included as a separate document.

BY: SAM SALAS *Samuel J. Salas*

TITLE: *Exec.* VICE PRESIDENT

FOR: GO-PROFESSIONAL ENVIR. MGT.
(Name of Firm Submitting Bid)

DATE: 12/21/01

TECHNICAL PROPOSAL: Items #5 & #6

Go Professional Environmental Management

**Solicitation: City of San Antonio
Alamodome and Nelson W. Wolff Municipal Stadium**

ITEM #5
EXECUTIVE SUMMARY

INTRODUCTION

Go Professional Environmental Management is a multi-faceted, small business owned and operated by Geoffrey C. Comstock, President and Samuel J. Salas, Executive Vice-President.

Go Professional Environmental was founded in January, 1988. The permanent address is: 1400 West Ave., San Antonio, Texas 78201. Central telephone number is 210-738-2394. Facsimile number is 210-738-2397. Go Professional Environmental Management may be reached via the internet at: **goproclean@aol.com**.

Go Professional Environmental Management proposes a comprehensive program to meet the specifications in the Statement of Needs for Alamodome and Nelson W. Wolff Municipal Stadium. Highlighted in our proposal are distinctive features of our Company and methods of operation for this facility. These features include our staff's exceptional qualifications, solid experience, "up-to-date" methodologies, and a "team" approach. Procedures have been developed to provide quality services and to incorporate participative management principles into our contract administration. All of the following proposed procedures will be implemented at each facility in reference to management, staffing, working procedures, quality control procedures, training and safety when multiple facilities are involved. Our primary management objectives are:

- **Provide a comprehensive approach to management, staff, equipment, materials and procedures that will allow the most efficient management of these facilities while enhancing facility appearance at the best possible price.**
- **Organize a thorough Quality Assurance program especially designed for this project.**
- **Implement specific training programs aimed at increasing efficiency and productivity.**

Our proposed management team is highly experienced in administration, coordination, planning, organization, training, Quality, and Safety issues. Key elements in meeting the specifications and requirements of this contract are:

- | | |
|--|--------------------------------------|
| * Hiring skilled personnel | * Scheduling work assignments |
| * Providing the necessary resources | * Managing effectively |

Some unique aspects of our proposed approach to this contract include a pro-active Quality Control Program, proven methods and procedures, and a highly competent organization. In addition, we propose to utilize a system, which enhances our total contract performance in areas of staffing and scheduling, quality management, inventory control, and personnel management.

INNOVATIVE SUPPORT INITIATIVES

Go Pro is not satisfied with the "status quo". We are constantly seeking methods to improve our contract performance and have been highly successful in implementing them. In doing so, we utilize the ingenuity of our work force and the expertise of our management team. A distinctive feature of our proposal is an innovative approach to daily operations. Our strategies include:

- The use of a "Team" approach to Quality Control, which will enhance every level of performance and provide Alamodome and Nelson W. Wolff Municipal Stadium with a superior product.
- The establishment of employee incentives to reduce discrepancies and motivate each individual to perform at his/her highest capacity.

UNDERSTANDING THE REQUIREMENTS

Go Pro understands that it's primary role is to provide a self-sustaining team of highly qualified professionals to manage and perform custodial services for Alamodome and Nelson W. Wolff Municipal Stadium. We further understand services will be required to furnish all labor, supervision and management support for this project.

Our contract operations will cover the full range of management duties as follows:

- | | |
|--|---|
| * Work Identification | * Employee Recruitment and Training |
| * Planning and Scheduling Work Assignments | * Report Preparation and Quality Control. |

QUALITY CONTROL SYSTEM

We recognize and are continually aware of the importance of an aggressive, effective, and pro-active Quality Control Program. We believe that every employee should be involved in a "Team Approach" concept to Quality Control in order to provide superior services. Our program defines each person's role and responsibility for quality performance. This is participative management at its most efficient and effective level within our organization.

METHODS OF OPERATION

The procedures and methods of operation, which we propose to satisfy the contract requirements, are not new or untried. They are the evolution of refinements made through

direct experience over the years in performing the same or similar tasks. Examples of these methods are:

- “Team approach” to Quality Control as a company-wide philosophy requiring participation from all employees.
- Use of modern technology, simplified work instructions, and cleaning procedures specifically tailored to this contract.

KEY PERSONNEL AND CORPORATE RESOURCES

Our proposed Project Manager and alternate are highly experienced in the methods and procedures of custodial maintenance. Key personnel whom we propose for this project are company employees who are committed to accept employment upon contract award. From our current projects, we can assure skilled, trained, and experienced personnel to provide “back-up” support and enhance “phase-in” operations.

EXPERIENCE

Our experience encompasses a wide range of custodial service contracts. We currently operate and manage several government contracts, retail, restaurant, office, and entertainment venues. Please refer to specific experience section and list of references for experience and capabilities of our key personnel, which encompass the following:

- Education and experience in concepts, methods, and procedures as related to this project.
- Project management contract administration.
- Training and experience in Quality Control surveillance and inspection techniques.
- Resource management.

STAFFING

One of the most critical aspects of this proposal is staffing. We will maintain the availability of at least 100 employees (giving strong consideration to existing custodial employees) at any given time upon twenty-four hour notice, upon request, that exhibit the necessary degree of competency and willingness to adapt to a new work paradigm that would be of greatest benefit both in terms of economics and quality of work for Alamodome and Nelson W. Wolff Municipal Stadium. We propose to utilize the scope of

service standards set forth by both the Alamodome and Nelson W. Wolff Stadium as follows:

Alamodome Requirements

- A. Pre-event and event housekeeping requirements: Go Professional Environmental Management housekeeping management and service requirements prior to and during the course of events, cover all areas utilized for a particular event and include, but are not limited to, restrooms, stairwells, concourse areas, vomitories, floors and grounds, elevators, seating areas, parking lot, dock area and other areas accessible to patrons, guests, or promoters during the event. These areas will be monitored continuously and maintained clean prior to and throughout the event. One event supervisor for each ten workers and/or one event supervisor at each cleaning area will be assigned to insure the above is being accomplished properly. On site manager in charge of all event supervisors in the Alamodome will be assigned and will report to an assigned Alamodome representative.

- B. Post-event housekeeping requirements: Go Professional Environmental Management post-event housekeeping management and service requirements will include, but not limited to, the cleaning of all restrooms, stairwells, concourse areas, vomitories, floors and grounds (including outside plaza if necessary), elevators, meeting rooms, seating areas, parking lot, dock area and other areas accessible to patrons, guests, or promoters during the event and assigned restocking rooms. All post-event cleaning will be accomplished within 24 hours after the event has ended, or prior to the next event, whichever is sooner. Meeting rooms, locker rooms, officials rooms, interview rooms, and other restricted rooms will be cleaned only when instructed and will be assigned to designated authorized personnel. One event supervisor at each cleaning area will be assigned to insure tasks are being accomplished properly. One site manager in charge of all event supervisors will be assigned to report to an Alamodome representative.

- C. Supplemental conversion requirements: Go Professional Environmental Management understands that personnel will be needed from time to time to assist in the set-up and/or tear down of the various configurations required to support the variety of activities and events that take place at the Alamodome. Conversion management and service requirements will be varied because of the large variety of events that take place at the Alamodome. These events include, but are not limited to, basketball, football, hockey, concerts, thrill shows, ice skating, tradeshows and rodeos. Personnel will be mechanically inclined and qualified to operate equipment to effectively perform the conversion tasks. Various power tools and forklifts will or may be used during the conversions, and will have well-trained, experienced and highly skilled operators to maneuver such tools and equipment to attain and expedite conversion from use for one type of event to another in as brief a period of time as possible, while exercising safety and

caution at all times. Further, Go Professional Environmental Management will employ persons who will be (a) time sensitive to the need to convert the configuration in a quick, efficient and brief time span and (b) group-sensitive to the wide span of group composition and size.

Nelson W. Wolff Stadium Requirements

A. Pre-event and event housekeeping requirements: Go Professional Environmental Management will be responsible for the management of the housekeeping requirements and the maintenance of all assigned areas at Wolff Stadium including, but not limited to, stadium administrative offices, concourse walkway, mezzanine level and seating, cross aisle walkway and seating, third level press and sky boxes and other areas designated by the Alamodome Director, or his designee, on an as-needed basis. Event housekeeping requirements during the events include all areas utilized for a particular event, including but not limited to, all restrooms, stairwells, concourse areas, vomitories, floors and grounds, elevators, seating areas, and other areas accessible to patrons, guests, or promoters during the event. These areas will be monitored continuously and maintained clean throughout the event. One event supervisor for each ten workers and/or one event supervisor at each cleaning area will be assigned to insure the above is being accomplished properly. Go Professional Environmental Management will provide a housekeeping product inventory list to Wolff Stadium Representative so the order can be placed for the upcoming home stand. One site manager in charge of all event supervisors in Wolff Stadium will be assigned and will report to an assigned Wolff Stadium representative. At least one event supervisor will be at Wolff Stadium to supervise the workers at said facility.

B. Post-event housekeeping requirements: Post-event housekeeping management and service requirements will include, but not limited to: Wash down operations, Sky box room and third level cleaning, Press box cleaning, Customer service office, Restrooms, Stadium berm and picnic areas, Dugouts and dugout restrooms, Lower level corridors and rooms, and Stadium management office. All post-event cleaning will be accomplished within 24 hours after the event has ended, or prior to the next event, whichever is sooner. One event supervisor at each cleaning area will be assigned to insure tasks are being accomplished properly. One site manager in charge of all event supervisors will be assigned to report to a Wolff Stadium representative.

Prior to each event, Go Professional Environmental Managements' site manager will meet with the Alamodome Director or his designee, to establish a detailed event staffing sheet that shows the amount of personnel and estimated cost for each of the pre-vent and post-event housekeeping requirements and to establish if supplemental conversion personnel will be required.

A time line for the completion of each event or project will be established through a staffing requirement model provided by Alamodome staff.

Go Professional Environmental Management will assign a site manager to the Alamodome on a full-time basis.

Go Professional Environmental Management will provide all employed staff uniforms at no cost to the employee.

Go Professional Environmental Managements' proposed work force consists of highly trained and experienced personnel in all aspects of custodial services. All staff will undergo training in reference to each specific task. Job cards describing each individuals' duties and methods to accomplish these tasks will be provided to each staff member and on-site facility supervisors and managers. In addition, cross-utilization and training of personnel will be conducted on an on-going basis for emergency and contingency circumstances. All training, safety, and Federal Dept. of Labor posters will be posted.

PHASE-IN PLAN

Go Pro clearly understands the need to effect a smooth "phase-in" for this project. Our management is sensitive to the need for a cooperative transition between the incumbent contractor and our Company. All measures will be taken to ensure minimum or no disruption of services to Alamodome and Nelson W. Wolff Municipal Stadium. Through careful planning, coordination, and concentration of our resources, we will be fully prepared to complete "start-up" and "phase-in" operations. Go Pro prides itself on its ability to assume a contract from the very first day, providing total operational services.

SUMMARY

In conclusion, our Company is a progressive concern. We are a professional, capable contractor who is completely prepared to perform this contract to Alamodome and Nelson W. Wolff Municipal Stadium's satisfaction. We have the experience, knowledge, and resources to operate and manage the facility custodial services contract at Alamodome and Nelson W. Wolff Municipal Stadium.

Through the implementation and execution of the above objectives, we propose to demonstrate our commitment in providing high quality service to this contract.

QUALITY CONTROL PLAN

INTRODUCTION

The Quality Control Plan has been developed as a monitoring instrument to assure services provided by Go Pro are as outlined in the solicitation. All tasks will be performed according to the contract standards and frequencies. Our procedures include:

- Scheduled and random inspections with appropriate follow-up by our management team.
- Assignment and monitoring of work schedules by work area and by job function.
- Participative management system.
- Employee performance evaluations.
- Daily observations and informal inspections by the supervisory staff.
- Training—both initial and continual.
- Customer feedback.
- On-going communication between Go Pro and Alamodome and Nelson W. Wolff Municipal Stadium contact person.

Guidelines are provided to ensure consistency within our organization to enhance services to our customers. The provisions of our Quality Control Plan are mandatory and are superseded only by specific variations in contract requirements. These policies apply to all employees of our Company without exception.

QUALITY CONTROL PLAN ELEMENTS

The Quality Control Plan is organized into five major elements. These elements and their functions are as follow:

1). *Inspections/Performance Evaluations*

Allows for the examination and review of services provided. Employees are evaluated at the end of their 90 day probationary period and every year thereafter.

2). *Corrective Action*

Provides a plan of action for correcting deficiencies identified during the inspection and review process.

3). *Interface and Communications*

Provides a connection between customers and our company's staff to identify and Project/Quality Control Coordinator will make regularly scheduled visits with the Project Manager and/or Alamodome and Nelson W. Wolff Municipal Stadium monitoring agent, to ensure contract compliance and client satisfaction.

4). *Documentation and Reports*

Provides a method of certifying and reporting information for review, which enables the Company to evaluate overall performance.

5). *Analysis of Inspections*

Identifies trends, recognizes the need to change or modify work instructions, and isolates deficiencies to a specific cause in order to take corrective action.

PERFORMANCE STANDARDS

In order to maintain our performance standards, employee evaluations are conducted annually in categories of quality of work, safety, and attendance. Key aspects include:

1. Recognizing and encouraging good performance.
2. Correcting performance problems.
3. Emphasizing commitment to performance requirements.

Inspections

Our Quality Control Plan utilizes inspections as a crucial element in evaluating and monitoring work performance. As stated, a dedicated Project/Quality Control Coordinator will be responsible for ensuring high levels of quality service.

An Inspection Report is used to record levels of performance and any areas that may need improvement. Scheduled and unscheduled inspections be conducted on all services performed. The supervisory staff will observe work being performed daily; indicate acceptance/rejection; and document any discrepancies. If unacceptable, corrective action is taken "on the spot". On those inspections performed after work has been completed, corrective action will be implemented in a timely manner.

Documentation of any deficiency and its description, date/time of corrective action, location, and employee name will be noted. Inspection reports will be compared to confirm deficiencies have been corrected. Management will analyze inspections to determine causes and to identify trends. This allows our staff to review and correct

deficiencies prior to performance becoming unacceptable to Alamodome and Nelson W. Wolff Municipal Stadium management.

The results of these inspections facilitate the early identification of specific and/or potential deficiencies. Properly executed and documented inspections are of great value to all concerned. They, are a tool not only for identifying employee work deficiencies, but also for recognizing outstanding performance. Quality Control Inspection Reports will be made readily available for Alamodome and Nelson W. Wolff Municipal Stadium monitoring agent at the office upon request.

Inspection Method

The Project Manager will record any deficiencies found on those services scheduled for inspection. These deficiencies may be identified by other company personnel, or Alamodome and Nelson W. Wolff Municipal Stadium personnel. The following method is used in performing the inspection:

100% Inspection

Some services may be inspected each time the service is performed. These services will be inspected by our on site supervisor.

Contract Discrepancy Reports (CDR's)

Should a CDR be received, immediate response will be made to correct the defective performance. Upon through investigation of the discrepancy, a detailed written explanation of corrective and preventive measures taken will be made available to authorized parties.

ACCEPTANCE/REJECTION OF WORK

Acceptance

Acceptable ratings will be recorded when all aspects of performance in accordance with the procedures, schedules, and references have been satisfied and validated by supervisory personnel. Documentation must include all information pertinent to the service inspected. Supervisory personnel will be held fully accountable for services rated acceptable bearing their signature.

Rejection

Services inspected and determined not to be in accordance with contract specifications will be given an unacceptable rating by supervisory personnel. Unacceptable rated services will be reworked prior to releasing to Alamodome and Nelson W. Wolff Municipal Stadium as an acceptable service. Rejected services will be recorded as satisfactory, only after rework by the individual responsible for the initial performance has corrected the deficiencies and upon re-inspection by supervisory personnel. Rejections of timeliness aspects are not applicable to the rework criteria and will be recorded as unacceptable by supervisory personnel as re-performance of a late service is not allowable.

DOCUMENTATION AND REPORTS

Documentation and reports will be prepared and maintained on file. These will be available for review by the Go Pro management and other authorized personnel upon request.

Reports

A monthly report will be prepared which includes an inspection summary, customer complaints and re-work orders, as well as other pertinent information involving work performance.

Trend Analysis

Trend analysis and corrective action will be performed as a function detected through review and analysis of data generated by the inspection processes of our supervisory staff and customer complaints. These inspection reviews will allow a variety of information to be evaluated.

Corrective Action

Corrective action will be taken on a case by case basis through Quality Control interface with the Project Manager. Corrective action pertaining to the unsatisfactory performance by a company employee will be assessed and referred to the Project Manager for further action as needed. Trends identified and verified as a deficiency of an individual function will be documented and provided to the contractor management with suggestions for disposition and resolution.

CONTINUOUS TRAINING

We will implement a Quality Tip program that will reinforce standard cleaning procedures. This program's purpose is to stimulate and train the work force on an on-going basis. The Project Manager will select a technique according to general or specific need. He will then provide a copy of the technique to each supervisor. The importance of this method will be stressed to each crew by their supervisor. In addition, spot checking throughout the week will reinforce the Quality Tip.

MEETINGS

Performance meetings with employees will be conducted to review results of the previous month's inspections. Weaknesses and strengths of the Quality Control Plan will be reviewed; improvements, as needed, will be developed and implemented.

SAFETY

An integral part of our Quality Control Plan is Safety. The primary goal is **ZERO** accidents. Enforcement of safety is the responsibility of the Project Manager. The success of this effort, however, requires the cooperation of **ALL** personnel at **ALL** times.

Management will provide safety programs including, but not limited to, hazard identification, environmental protection, equipment and facility inspection, first-aid, defensive driving, fire prevention, and emergency evacuation. Employees are expected to participate in safety programs and required to observe all rules and instructions. Employees will not perform any hazardous duty without first receiving proper training. In addition to providing a safe and accident-free environment for employees, this Company has equipment safety procedures. All equipment is to be maintained in optimum condition. The Project Manager will monitor the maintenance and safe use of equipment.

CUSTOMER SATISFACTION

One of our Company's highest priorities is customer satisfaction. In our attempts to identify potential problems and areas of improvement, the Project Manager will initiate feedback from the designated Alamodome and Nelson W. Wolff Municipal Stadium monitoring agent. This will be accomplished in two ways: verbal on-going coordination and written comments. Customer complaints will be addressed on an immediate basis. The Project Manager will review the complaint and evaluate the cause of the problem to prevent re-occurrence. A written report will be documented on **all** customer complaints and forwarded to the corporate office for review.

OCCUPATIONAL SAFETY AND HEALTH HAZARDS

Company compliance program addresses all the essential elements of OSHA and federal regulations.

PROPERTY ADMINISTRATION

Procedures on how to use, maintain, control, care for, and store any furnished equipment and materials will be covered with each employee during orientation. Inspections will also be conducted at random on the care of Alamodome and Nelson W. Wolff Municipal Stadium property. These procedures, will be reviewed monthly by the supervisory staff with all employees, to ensure their understanding and compliance with Company policies.

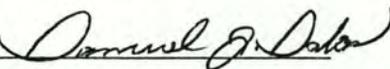
All of the foregoing steps are indicative of our commitment in providing quality, professional services to this contract.

Item 6

QUALIFICATIONS OF KEY PERSONNEL

1. Include names and qualifications of key personnel to be assigned to the Alamodome and Wolff Stadium (please include resumes).

Please check if response is included as a separate document.

BY: SAM SALAS 

TITLE: ^{Exec.} VICE PRESIDENT

FOR: GO-PROFESSIONAL ENVIR. MGT.
(Name of Firm Submitting Bid)

DATE: 12/21/01

ITEM #6
COMPANY STRUCTURE AND RESUMES

CORPORATE STRUCTURE

Go Pro's corporate structure is depicted on the Organizational Chart located at the end of this section. This is a traditional line and staff arrangement with clean lines of authority and communication. We believe this structure is one, which is well suited to meet the contract requirements. Positive aspects include:

1. Responsibility is fixed at very few points.
2. Lines of authority are direct and uncomplicated.

EXECUTIVE MANAGEMENT

President

Go Pro's President, Geoffrey Comstock, has over 17 years experience in personnel management and relations. His primary responsibilities are:

- **Overall company direction and management**
- **Financial oversight**
- **Contract negotiations**

Director of Operations

Go Pro's Executive Vice-President, Samuel Salas (15 years experience), is Director of Operations and oversees the management of all contracts. During contract start-up, he monitors Orientation Training of all employees. He is also responsible for monitoring of activities of Project /Quality Control Coordinator.

Project/Quality Control Coordinator

Project/Quality Control Coordinator, Ezzard Cockrum (30 years experience), is responsible for training and developing all Contract Managers. He will monitor regular site visits, both scheduled and unscheduled, to provide insightful analysis on various aspects of each project to ensure high levels of performance and to ensure compliance with contract requirements. In addition, he is responsible for ensuring that start-up and phase-in operations are accomplished as scheduled. Plans are implemented so that all required tasks are completed in the most efficient manner possible. This ensures minimal, if any, disruptions to services on contract start work date. He can also provide managerial and technical support, as the need arises (i.e. extended leave, interim situations, disaster support, etc.). The importance of accuracy, thoroughness, orderliness, and safety in

performing work assignments is strongly emphasized during the site inspections he monitors. Should a deficiency be discovered, he will inform the Project Manager, if deemed necessary, to re-train and revise procedures accordingly. Continued emphasis is placed on our inspector to achieve results through quality, accuracy, and precision.

DEDICATED PROJECT MANAGEMENT

Project Manager

• ON-SITE
M-F; 8-5

Joye Garnand (4 years experience), Project Manager, will be assigned to Alamodome and Nelson W. Wolff Municipal Stadium. Ms. Garnand has over 2 years of direct management experience of directly administrating and monitoring entertainment/concert venues to include Verizon Amphitheater.

Responsibilities will include:

- Full authority to act on all matters relating to the daily operation of this contract.
- Being available to meet on-site with designated Alamodome and Nelson W. Wolff Municipal Stadium personnel
- Quality Control
- Ensuring an adequate labor force at all times.
- Employee performance evaluations.
- Inventory Control.
- Preparation of work assignments.
- Maintain emergency "call-out" roster.
- Proper reporting of accidents or safety violations.
- Timely and accurate recording keeping.
- Ensuring and monitoring the implementation of safety principles.
- Maintaining written records of all meetings.
- Executing plans of correction and ensuring compliance.
- Conducting safety orientation for all newly assigned personnel.

A designated alternate will assume responsibilities in the absence of the Project Manager. The Project Manager or alternate will be available during normal duty hours within thirty minutes and after normal duty hours within one hour. In addition, the Project Manager and alternate will maintain communications with Crew Supervisor during all hours of operations utilizing a specific radio system. The Project Manager possesses 4 years of custodial maintenance and management experience. Her past experience will be an "**added value**" on this contract due to the high level of detail-oriented work procedures and Quality Control required. Our proposed Project Manager's experience includes:

- Hiring, training, supervising, and evaluating approximately 150 personnel.
- Identifying personnel problems and formulating timely solutions.

- Ensuring adherence to OSHA policies, regulations, policies and procedures.
- Budgetary controls.
- Inventory controls.

Supervisor

Randal Barnes (4 years experience), Site Supervisor, will be assigned to Alamodome and Nelson W. Wolff Municipal Stadium. Mr. Barnes has over 2 years of direct management experience through directly supervising and monitoring entertainment/concert venues, to include Verizon Amphitheater and Sunken Garden Theater.

Go Professional will appoint additional supervisors for each facility, who will assume “chain of command” responsibility in performing all requirements of the contract as needed. Our intent is to hire additional supervisory personnel from the existing work force, if possible. Supervisor responsibilities will include:

- Monitoring work schedules and completion of work.
- Quality Control compliance
- On the job training.
- Inventory control & equipment maintenance.
- On-going coordination with Go Professional Environmental Management, and Alamodome and Nelson W. Wolff Municipal Stadium contact person.

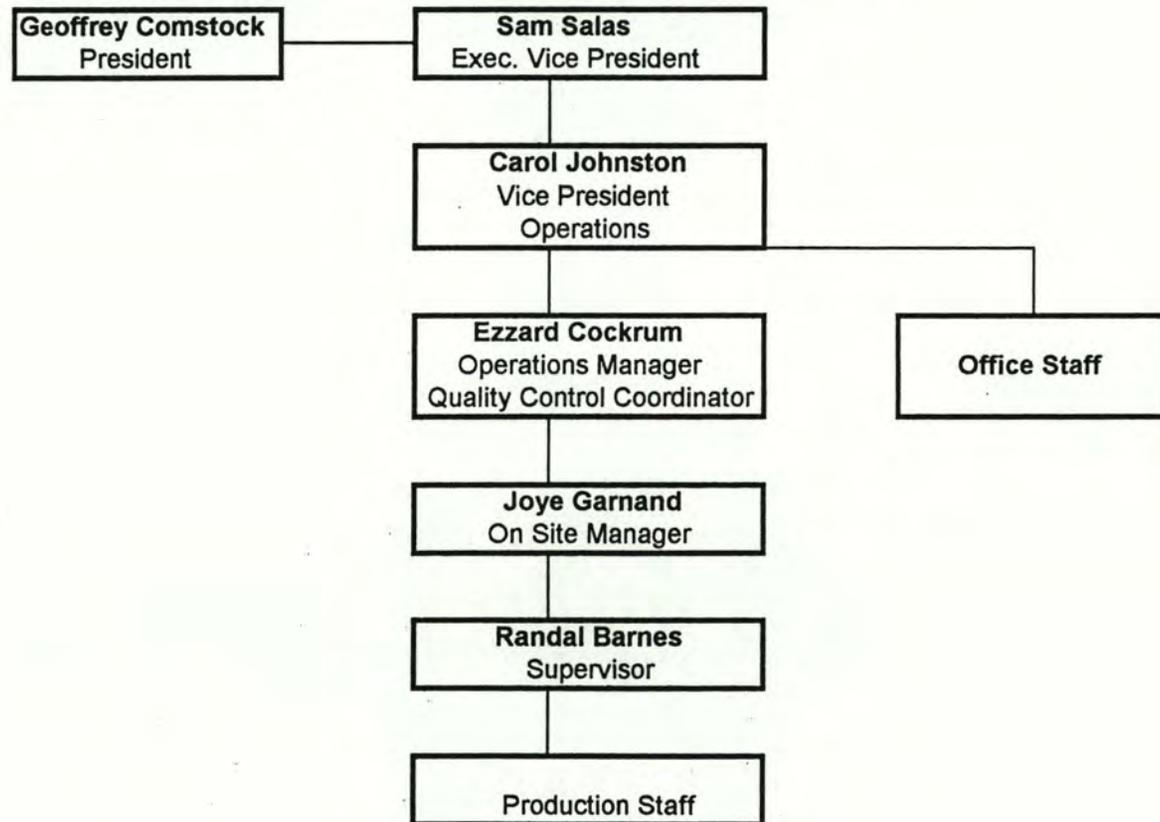
SYNOPSIS

Go Professional Environmental Management is a multi-faceted, small business owned and operated by Geoffrey C. Comstock, President and Samuel J. Salas, Executive Vice-President.

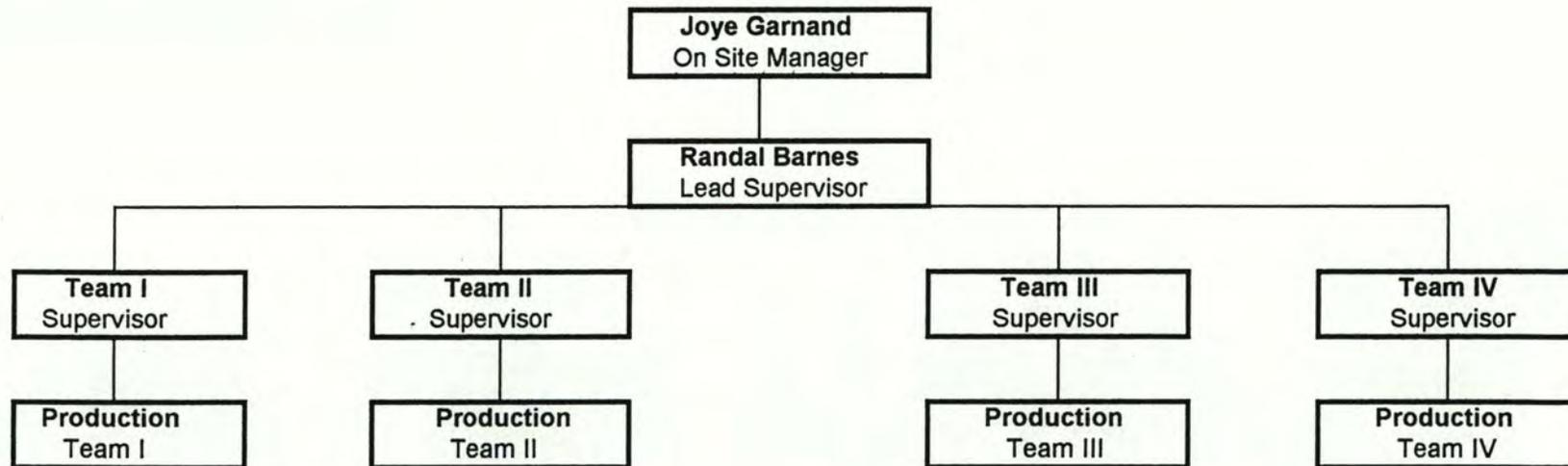
Go Professional has experience in managing entertainment facilities in Texas. In addition to, Go Professional presently manages multiple facilities to include military installations in 11 states, hotel, restaurant and retail locations.

Go Professional Environmental Management proposes a comprehensive approach to maintaining the physical appearance at Alamodome and Nelson W. Wolff Municipal Stadium and providing a cost savings through the use of innovative cleaning paradigms and new cleaning technology. Go Professional Environmental Management has extensive experience in coordinating entertainment venues and staffing events. A complementary mix of existing custodial staff, Go Professional Environmental Management staff and our **Project Manager (Joye Garnand) and Supervisor, (Randal Barnes), both who have previous experience in administrating and supervising these facilities under the auspices of Verizon Amphitheater and Sunken Garden Theater, will ensure a smooth phase-in transition.** Another facet is our innovative training and safety program. The two final hallmarks of this project is the outstanding Quality Control program that has the task of ensuring that all aspects of quality as per contract specifications are diligently maintained, and job descriptions/ job cards which will also prove to be an invaluable asset.

Go-Professional
Environmental Management
Alamodome Organizational Chart



**Go-Professional
Environmental Management
Alamodome Event Manning Chart**



Item 7

LIST OF SUBCONTRACTORS

The Proposer, GO PROFESSIONAL ENVIR MGT., as part of the procedure for the submission of proposals on a project known as ALAMODOME & WOLFF STADIUM, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF COMPANY & TRADE	D/M/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT
DUNWRIGHT SERVICES (JANITORIAL)	80 AABE	\$ 11,546
ROYAL SERVICE UNLIMITED (JANITORIAL)	(PENDING) WBE/AABE	\$ 65,263

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all minority/women contractors for participation on project. If none, explain (exclude successful firms listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available M/WBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	D/M/WBE CERTIFICATION NUMBER	REASON FOR REJECTION
N/A		

All disadvantaged/minority/women business enterprise subcontractors must submit proof of certification by the South Central Texas Regional Certification Agency (SCTRCA) through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of _____ and the Director of Economic Development (through the submittal of SBEDA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: SAM SALAS *Exec. V.P.*

SIGNATURE: *Samuel J. Salas* DATE: 12/20/01

SBEDA Form 101
Rev. 02/8/01

Item 8

**GOOD FAITH EFFORT PLAN
SBEDA FORM 117C**

NAME OF COMPANY: GO PROFESSIONAL ENVIRONMENTAL MANAGEMENT

PROJECT NAME: ALAMODOME, WOLFF STADIUM

1. Identify all solicited contractor areas, actual or anticipated. (Use additional sheets as needed). If small, minority, African American, and women business enterprise (S/M/AA/WBE) contracting goals were met, skip to #9.

COMPANY NAME & TRADE AREA	DOLLAR AMOUNT	DBE (Y/N)	D/M/WBE CERTIFICATION NUMBER
DUNWRIGHT SERVICES (EVENT CLEANING)	\$ 11,546	N	80
ROYAL SERVICES UNLIMITED (EVENT CLEANING)	\$ 62,263	N	PENDING

2. If S/M/AA/WBE contracting goals were not achieved in a percentage that equals or exceeds the City's S/M/AA/WBE goals, please give explanation.

N/A

3. List all S/M/WBE Listings or Directories utilized to solicit participation.
CATEGORICAL DIRECTORY OF CERTIFIED M/W/D BUSINESS ENTERPRISE

4. List all contractor associations and other business associations solicited for S/M/AA/WBE referrals.

N/A

5. Discuss all efforts aimed at utilizing S/M/AA/WBEs.

DUNWRIGHT SERVICES & ROYAL SERVICES UNLIMITED HAVE HAD A PREVIOUS
JOINT PARTNER RELATIONSHIP WITH GO-PRO ON SEVERAL JOINTED PROJECTS.

6. Indicate advertisement mediums used for soliciting bids from S/M/AA/WBEs.

N/A

7. List all S/M/AA/WBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	D/M/WBE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR REJECTION
N/A			

8. Please attach a copy of company's S/M/WBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

SAM SALAS (210) 738-2394

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

Samuel J. Salas
SIGNATURE OF AUTHORIZED OFFICIAL

Exec. U.P.
TITLE OF OFFICIAL

12/21/21 210-738-2394
DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC
DEVELOPMENT

3. If a CORPORATION, Answer the Following:

- A. Date of Incorporation:
1993
- B. Where Incorporated:
TX
- C. Is the Corporation authorized to do business in Texas? Yes No
- D. If yes; Geoffrey Comstock 1400 west Ave. SA TX 78229
Name and address of Registered Agent in Texas
- E. Attach Certificate of Authority (pursuant to Article 8.05 of the Texas Business Corporation Act to transact business in Texas).
- F. The Corporation is held: Publicly Privately
- G. Furnish the name, title and address of each officer, director, and principal shareholders owning 10% or more of the Corporation's issued stock:

Name	Title	Address	% Share
SAM SALAS	EXECUTIVE	1400 WEST AVE	51%
	VICE PRES.		
GEOFFREY COMSTOCK	PRESIDENT	1400 WEST AVE	49%

4. If a JOINT VENTURE, Answer the Following:

- A. Date of Organization:
- B. Joint Venture Agreement recorded: Yes No

Date	Book	Page	County
------	------	------	--------

- C. Has the Joint Venture done business in Texas? Yes No

If yes, when? _____

- D. Furnish the name, address and percent of ownership of each Joint Venture:

Name	Address	% Ownership
------	---------	-------------

- E. Please attach a copy of the Joint Venture Agreement.

I hereby certify that the foregoing information is accurate and current as of this date.

BY: Samuel J. Dalar

TITLE: Exec. V.P.

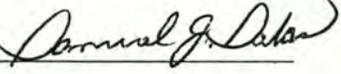
FOR: Go Professional Environmental Management
(Name of Firm Submitting Bid)

DATE: 12/21/01

Item 10

STATEMENT RELATED TO PERFORMANCE BOND REQUIREMENT

Provide a statement marked Item 10 and signed by an authorized officer of the Bidder's company which unequivocally states that the Bidder, if he/she/it is conditionally awarded the Contract, will deliver to the City, a Performance Bond in an amount of \$100,000 within fourteen (14) calendar days following the date of the City Ordinance which authorizes the City Manager to execute the Contract for the City. This statement must acknowledge Bidder's understanding that the City ordinance which authorizes the Contract will be conditioned on the delivery of said Performance Bond to the City. Failure to provide such Bond within the fourteen (14) calendar days following the date of the ordinance may render null and void the City's award of the Contract to the Bidder.

BY: SAM SALAS 

TITLE: VICE PRESIDENT

FOR: GO-PROFESSIONAL ENVIR. MGT.
(Name of Firm Submitting Bid)

DATE: 12/21/01

Item 11

**City of San Antonio
Discretionary Contracts Disclosure***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

*** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.**

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

GEOFFREY COMSTOCK SAM SALAS

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

_____ and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

DUNWRIGHT SERVICES (RICK LOGGETT) ROYAL SERVICES UNLIMITED (PRECILLA WASHINGTON)

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

Political Contributions

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

Item 12

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Item 12

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

V. Proposed Agreement

HOUSEKEEPING AND CONVERSION SERVICES AGREEMENT

This Housekeeping and Conversion Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2002, by and between The City of San Antonio, Texas (hereinafter called "City") and GO PROFESSIONAL ENVIR. MGT. (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Alamodome and the Nelson Wolff Municipal Baseball Stadium (hereinafter referred to as "Service Facilities"); and

WHEREAS, the City is authorized to enter into such agreements as City deems necessary in conjunction with the management and operation of these facilities, including, without limitation, this Agreement; and

WHEREAS, Contractor is in the business of providing services to public assembly facilities and similar facilities and is willing to enter into this Agreement for the purpose of providing temporary housekeeping and conversion services (hereinafter referred to as "Services") subject to the terms hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound hereby, City and Contractor agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used herein the terms set forth below shall be defined as follows:

(a) "Agreement" shall mean this Housekeeping and Conversion Services Agreement and any Exhibits attached hereto.

(b) "City Event of Default" shall mean those certain events of default by City more particularly set forth in Section 9.1 hereof.

(c) "Commencement Date" shall mean _____, 2002.

(d) "Contractor Event of Default" shall mean those certain events of default by Contractor more particularly described in Section 9.3 hereof.

(e) "Legal Requirements" shall mean any and all present and future laws, statutes, ordinances, decisions, decrees, statutes, rulings, rules, codes, procedures, orders, regulations, permits, certificates, licenses and other requirements of any Governmental Authority (as defined herein) in any way applicable to Contractor, the Service Facilities, the Services, this Agreement, or the City, including, without limitation, any safety laws, health laws, environmental laws and laws regarding the rights of and obligations to the

handicapped and disabled, including without limitation, the Occupational Safety And Health Act and the Americans With Disabilities Act. For purposes hereof "Governmental Authority" shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental or quasi-governmental unit (federal, state, county, district, municipal, Owner or otherwise), whether now or hereafter in existence.

(f) "Month" shall mean any calendar month unless otherwise specifically stated.

(g) "Service Equipment" shall mean the equipment to be provided by the City which is listed on Exhibit "A" attached hereto and incorporated herein for all purposes.

(h) "Service Facilities" shall mean the Alamodome and the Nelson Wolff Municipal Baseball Stadium.

(i) "Services" shall mean the provision of housekeeping and conversion services to the Service Facilities.

(j) "Tenant" shall mean any party, whether it be a group, individual, corporation, or other entity, holding an event in the Service Facilities pursuant to an Event Contract.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 The Agreement. Subject to the terms and conditions contained in this Agreement, City hereby grants to Contractor the following:

(a) Except as limited in this Agreement, the right and privilege to provide Temporary Housekeeping and Conversion Services.

(b) The right and privilege to use and occupy the Service Facilities in connection with Contractor's provision of Services pursuant to the terms of this Agreement.

Contractor agrees that it will not use the Service Facilities (i) to conduct business not related to events in the Service Facilities or (ii) to provide services directly to teams, groups, associations or performers appearing or meeting in the Service Facilities without the prior written consent of City.

Section 2.2 City's Reservations. City reserves to itself, its successors, assignees, and contractors all rights, duties and benefits of the management, occupancy and operation of the Service Facilities not granted to the Contractor as part of the Agreement.

Section 2.3 Designation of Events at which Contractor will Provide Services. On a weekly basis, the Alamodome shall notify Contractor of possible work dates and the number of people that will be needed. City reserves the right to add, cancel or change requests up to twenty-four (24) hours prior to the scheduled event or activity.

Section 2.4 Services to be Provided. Contractor, in accordance and compliance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide all activities and services set out in CITY's Invitation for "Best Value" Bids, a copy of said Invitation for "Best Value" Bids being attached hereto and incorporated herein for all purposes as Exhibit "B". Modifications or alterations to Exhibit "B" may be made only pursuant to prior notification and written approval of CITY.

Section 2.5 Change in Services. The City may request, from time to time, changes in the scope or focus of the activities and the time of performance in hours and days which Contractor acknowledges and accepts as flexible. Any such change which varies significantly from the Scope of Services described in this Article II and would entail a significant increase in cost or expense to City shall be mutually agreed upon in writing by Contractor and City. Such writing will constitute an amendment to this Agreement and shall be attached hereto and incorporated herein as an Exhibit. Except when terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by written amendment and executed by both parties. It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

ARTICLE III

PAYMENT

Section 3.1 Payment for Services. In order to receive payment for approved work that Contractor has performed, said Contractor understands that it must submit an invoice to City so that City is in receipt of such invoice no later than five (5) City working days after the work specified in the invoice is performed.

Contractor acknowledges that upon such receipt of payment from City, such payment will be considered full and final satisfaction for Services rendered.

Section 3.2 Billings. Billings will be based on hourly rates for actual work performed, subject and limited to the approval of City.

Procedure for the control of hours billed will consist of the following minimum requirements:

- (a) Contractor will keep detailed records of all hours worked;
- (b) Contractor will not perform any work unless an event staff sheet has been prepared and approved by the Alamodome Director or his designee;

- (c) Contractor's employees will sign in and out at designated points when entering and leaving Service Facilities;
- (d) Contractor shall submit daily detailed report of all employees and hours worked to designated Alamodome or Wolff Stadium staff member for approval;
- (e) All billings shall be accompanied by copies of approved daily reports supporting hours billed; and
- (f) Contractor shall retain all time cards and payroll records for a period of two years after billings during which time Contractor's records will be open to audit by City.

Section 3.3 Payment Amounts. Payments to Contractor shall be in the amount shown by the billings and other documentation submitted and shall be subject to City's approval. All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been approved by City. Any costs incurred as the result of downtime between events, when services may not be required, will not be reimbursed and should be part of the overhead included in the Contractor's actual hours billed. City shall not withhold payment on undisputed portions of the invoice pending resolution of any disputed portions. Contractor shall submit an invoice with a copy of the signed, approved staffing sheet attached for each individual event for billing purposes. This invoice and attachment shall be submitted to the Alamodome's Fiscal Division for payment.

Section 3.4 Payments to Contractor Only. City shall not be obligated or liable under this Agreement to any party other than Contractor for payment of any monies or provision of any goods or services.

Section 3.5 Unsatisfactory Performance or Non-performance. A continuing unsatisfactory performance or non-performance may result in financial penalties to Contractor, i.e., deductions from the monthly payment. The amount deducted will be negotiated between the parties. If such financial penalties levied against Contractor fail to produce more satisfactory performance by Contractor, City reserves the right to cancel the Agreement.

ARTICLE IV

AUDITS

Section 4.1 Audits. Contractor, its employees (and agents, representatives, associates, and volunteers, as applicable), and its contractors and subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Agreement and shall make such materials available at their respective offices at all reasonable times and with reasonable notice and as often as City may deem necessary during the Agreement period for the purpose of accounting and audit inspections by City and City and any of its authorized employees, agents, representatives, contractors, or subcontractors shall be permitted to audit, examine and make excerpts and/or copies of same.

ARTICLE V

PERFORMANCE OF THE SERVICES

Section 5.1 General Standards. The Contractor hereby represents, warrants, covenants and agrees that Contractor shall:

(a) operate from the Service Facilities which shall only be used for the purpose of providing Services in accordance with the terms of this Agreement.

(b) provide Services at such times and upon such terms as may be agreed upon between City and Contractor. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of scheduled events, but City assumes no liability for the failure to deliver notice of cancellation.

(c) provide Services in a first-class manner which is efficient and of a level of quality equal to or greater than industry standards. All equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.

(d) Contractor will be responsible for supplying personnel with radios compatible with those used at the Alamodome.

(e) be responsible for any violations of Legal Requirements in the Service Facilities which occur during the term of this Agreement as a result of Contractor's operation hereunder; it being expressly understood by and between the parties that the Contractor shall not be responsible for any violations of Legal Requirements which occur solely as a result of the City's actions.

(f) conform to all rules and regulations at any time promulgated by City with respect to the Service Facilities; cause its officers, employees, agents, independent Contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees.

(g) keep complete and accurate inventory control records before and after each event at which Contractor provides Services.

(h) require its employees, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, concerning the storage and use of all chemicals and cleaning solutions which will be kept and/or used at Service Facilities. Contractor will provide and maintain a current logbook with all cleaning solutions and chemicals which will be kept and/or used at the Service Facilities, including an MSDS (Material Safety Data Sheet) for each product. Contractor will also be responsible for providing adequate instructions and safety training for all employees regarding the proper use of all cleaning products, including a safety manual with procedures for responding to misuse and/or accidents involving these cleaning solutions and/or chemicals, such manual to be available on-site at all times and updated as necessary. Contractor will provide protective disposable gloves, safety glasses and clothing as necessary for the job and will instruct all employees to wear protective items when and where required.

(i) ensure that it and its employees are knowledgeable in the proper handling and disposal of biohazardous material, should the need arise.

(j) prohibit its employees from disturbing papers on desks, opening desks, drawers or cabinets, and/or using office equipment. The use of phones by Contractor's employees will be limited to those calls necessary to perform Services and/or emergency situations.

(k) prohibit family members and friends of Contractor's employees from accompanying them on the job site at any time.

(l) perform Contractor's obligations under this Agreement and conduct the management and operation of the Services conducted by Contractor pursuant to the Agreement at all times with integrity and good faith and consistent with the terms of this Agreement. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's service at a level commensurate with the highest standard in the industry.

(m) be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately upon learning of such damage.

Section 5.2 Personnel. Contractor shall at all times comply with the following requirement regarding its personnel at, and staffing of, the Service Facilities:

(a) Contractor shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide

all services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services thereunder, shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

(b) Contractor shall employ in the Service Facilities only trained, neatly uniformed, clean and courteous personnel. Any of Contractor's employees who are used for any event at which Contractor provides Services must have completed training in the operation of the Service Facility and shall at all times strictly adhere to the Facility Rules and Regulations. All of Contractor's personnel shall be uniformed or badged and neatly dressed, the cost of said requirements being borne solely by the Contractor. Contractor's employees shall conduct themselves at all times in a proper and respectful manner and in accordance with City's rules and regulations for the Service Facilities. If City determines that any employee of Contractor has not complied with the provisions of this Section on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Service Facilities. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Service Facilities.

(c) Contractor shall provide and designate a site manager who will be located daily in the Service Facility while under contract for an event. Said site manager must be a full-time employee of Contractor and shall report to the Alamodome Department Director, or his designee, for instructions prior to providing Services to an event. Said site manager shall also be: (i) directly responsible for the oversight of Contractor's obligations hereunder, (ii) available to take calls from and meet with City at all times; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change in the site manager, Contractor shall have ten (10) days to provide an appropriate replacement. Contractor's manager or his designated representative shall be available in the Service Facilities whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.

(d) City shall admit free of cost to the Service Facilities, such officers and employees of Contractor as may be necessary to carry out his Agreement at any event at which Contractor provides Services. City shall permit only appropriately credentialed employees and other personnel of Contractor to be permitted in the Service Facilities without the payment of an admission fee. City shall supply to Contractor, at Contractor's sole cost and expense, a limited number of badges, in form and design selected by City, for such admission. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of the names of Contractor's employees and personnel scheduled to work such event. Contractor shall not include on the list any person that City has required

Contractor to expel or exclude from the Service Facilities. City shall deliver the credentials at least one (1) day before the event. Any badges delivered pursuant to the terms hereof shall remain the property of City and shall be returned to City immediately after the event. City may, however, deliver to Contractor's management staff badges that may be retained indefinitely until revoked by City.

(e) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or physical disability.

(f) City may exclude Contractor's personnel from any portion of the Service Facilities prior to an event at which Contractor provides Services if it is requested to do so by the Tenant conducting such event or building management; provided, however, in the event that any of the Contractor's personnel is so excluded for any period of time, City agrees to take into account such exclusion and the effect it will have on Contractor's ability to adequately set up for the event at which Contractor is to provide Services in determining the reasonable period of time before the commencement of the event for which Contractor shall have access to the Service Facilities.

(g) Except as otherwise provided above all subcontractors must be approved by City, regardless of whether or not such sub-contractors hold a license to provide on-going Services in the Service Facilities, and all subcontractors shall be deemed to be Contractor's employees for all purposes under this Agreement.

Section 5.3 Security and Safety Precautions. Contractor shall take the following precautions:

(a) All keys issued to Contractor will be maintained according to policies approved by City. Liability for lost keys, rekeying costs reasonably necessary for the security of the premises and other related expenses shall be the full responsibility of Contractor in the event that Contractor's employees are responsible for such lost, damaged or misplaced keys.

(b) Contractor's employees shall promptly report any noted hazardous conditions and/or items requiring repair (such as leaky faucets, toilet stoppages, etc.) to City.

(c) City reserves the right to conduct a contraband search (illegal weapons, drugs and/or alcohol) of Contractor, Contractor's employees, representatives, agents, associates, contractors, subcontractors and volunteers at any time if City personnel; determine just cause necessitates said search. Such search will be performed by an on-site security officer or guard. In the event any of the individuals searched are found to be in the possession of contraband, said contraband will be confiscated and said individual will be removed from the site and replaced with other staff at no additional expense

to City. Following the completion of an event at which Contractor provides Services, Contractor shall cleanup the areas utilized and remove equipment to the satisfaction of City. If Contractor is the party so discovered, this Agreement may be immediately terminated.

(d) Proper precautions shall be taken to advise building occupants and patrons of wet and/or slippery floor conditions. Contractor must utilize professional "Wet Floor" signs whenever wet and/or slippery floor conditions exist. **Contractor acknowledges that, as an independent contractor, said Contractor will face liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure to provide such advice or signs.**

Section 5.4 Performance Bond. Contractor shall furnish to City and Owner, and maintain the same in full force and effect at all times during the term hereof, a surety bond in the amount of \$100,000.00, the condition of the bond being that Contractor shall and faithfully perform all of the terms, conditions and covenants of this Agreement. Such bond shall be executed by Contractor as the principal, and by a surety company acceptable to City and the Owner as surety. The minimal standard for acceptability of such surety company shall be a rating of B+ or higher, Class VIII or greater in Best Key Rating Guide, published by A.M. Best & Co., Inc. At City's sole option, other forms of security may be accepted in lieu of such bond, including, cash, a certificate of deposit, an irrevocable letter of credit in form and content acceptable to City in its sole discretion, or other similar cash equivalent.

Section 5.5 Minority and Women Owned Business Participation. Contractor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts (per Ordinance #77758). Per Ordinance #69403, Contractor agrees that Contractor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Business Economic Development Advocacy (SBEDA) Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development, Division of Internal Review and the City Clerk's Office.

The Contractor agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its proposal are found or if Contractor does not meet the SMWBE goals as specified by the City's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by City's Department of Economic Development, Contractor will be required to submit a written report to City's Department of Economic Development. The Contractor will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies. If the City's Department of Economic Development and City Attorney's Office find that material deficiencies exist then the supplemental GFEP shall be denied and will constitute Contractor's failure to resolve any deficiencies. Failure to obtain an approved GFEP

within ninety (90) days of initial denial shall constitute a default and result in payment by Contractor of \$1,000 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date of notice shall constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director, result of forfeiture of the entirety of this Agreement.

Section 5.6 Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of the Equal Employment Opportunity Act. Contractor also agrees to abide by the City's Equal Opportunity Affirmative Action policy.

(b) Contractor shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, or handicap.

(c) Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE VI

OBLIGATIONS OF CITY

Section 6.1 Equipment and Service Areas. On the Commencement Date, City shall, at its expense, place Contractor in non-exclusive possession of the Service Areas and the Service Equipment.

Section 6.2 Cancellation of Events. City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance; although nothing contained herein shall be deemed or construed as limiting or impairing Contractor's rights or remedies against any other person for any loss or damage suffered by Contractor as a result of such cancellation or rescheduling.

Section 6.3 City Representative. City hereby agrees and acknowledges that it will have a Service Facilities staff member in the Service Facilities for any event at which Contractor provides Services to serve as a liaison between the Service Facilities staff and the Contractor for each event at which Contractor provides Services. The identity of this liaison for any event shall be disclosed to Contractor prior to the commencement of such event. The liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Service Facilities during any event at which Contractor provides Services; provided, however, that the presence of such liaison shall in no event be deemed or construed as expanding any of the duties or obligations which the City has undertaken pursuant to the terms of this Agreement, nor shall the presence of such liaison be deemed or construed as abrogating (i) any limitation of such duties or obligations contained herein, or (ii) any limitation of liability of the City expressly set forth in this Agreement.

ARTICLE VII

TERM

Section 7.1 Term. Subject to the fulfillment by Contractor of the condition precedent set out in Section 7.2 hereof, the term of this Agreement shall commence on the Commencement Date. The term of this Agreement shall terminate at midnight local time on the date which is three (3) years from the Commencement Date, unless sooner terminated in accordance with the terms and conditions of this Agreement. Except as set forth in Section 7.3 hereof, City shall have no obligation to renew or extend the term of this Agreement at any time.

Section 7.2 Condition Precedent. The delivery by Contractor to City of (i) the insurance certificate required by and in conformity with the provisions of Section 8.1 hereof, and (ii) copies of all permits and licenses required for the lawful provision of the Services in accordance with the terms hereof is a condition precedent to the effectiveness of this Agreement notwithstanding the execution of this Agreement by both parties hereto and the delivery of counterparts of executed documents to each other.

Contractor shall be obligated to procure the insurance required hereunder and all permits and licenses necessary for such lawful provision of the Services prior to the delivery of executed counterparts of this Agreement to the City. If either such certificate or said licenses and permits have not been delivered at the time Contractor delivers executed counterparts of this Agreement to the City, then City may terminate this Agreement without regard to any expense or liability incurred by either party hereto in contemplation of the commencement of this Agreement.

Section 7.3 Renewal Option. Provided that Contractor is not in default under this Agreement and no event has occurred which, with the passage of time, giving of notice or both would constitute a default hereunder, Contractor shall have the right to renew the terms and conditions hereof for two (2) one (1) year periods upon the terms and conditions set forth in this Section 7.3. In the event Contractor desires to so renew this Agreement, it shall do so by sending written notice of such desire to City on or before the date which is ninety (90) days before the date on which this Agreement is then scheduled to terminate. Upon delivery of such notice, Contractor shall be deemed to have renewed its rights hereunder for an additional one (1) year period and Contractor and City shall enter into an agreement formally amending the terms hereof to reflect such amended termination date, subject to future City Council approval and appropriation. In no event shall Contractor have the right to renew this Agreement beyond the expiration of the two (2) one (1) year renewal periods.

Section 7.4 Termination Right. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. On the date which is ninety (90) days from and after the date of the receipt of the canceling party's notice that it desires to terminate this Agreement, this Agreement shall terminate and neither party shall have any further obligations one unto the other hereunder; provided, that the foregoing shall not be deemed or construed as releasing either party from any obligations which may have accrued to the other prior to the date of such termination, it being agreed that all such obligations shall expressly survive the termination hereof until fully performed by the party obligated to do so.

Section 7.5 Equipment Upon Termination. Upon termination of this Agreement, without regard to how such termination may be brought about (including default of any party), Contractor shall surrender and deliver peacefully all Service Areas and Service Equipment utilized to provide services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to the Service Facilities made by Contractor and all permanent affixed equipment installed by City or Contractor shall be the property of City.

ARTICLE VIII

INSURANCE, INDEMNITY AND LIABILITY MATTERS

Section 8.1 Insurance.

After approval of the Agreement by the City Council and prior to the effective date of the Agreement, Contractor shall furnish a completed Certificate of Insurance to the Purchasing Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. All Certificates shall contain reference to the Agreement in the operations section of the Certificate. City shall have no duty to pay or perform under the Agreement until such certificate shall have been delivered to the Purchasing Department, and no officer or employee shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Contractor's financial integrity is of interest to City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved in writing by City, Contractor shall obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof, at Contractor's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
a.	Workers' Compensation Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
b.	Commercial General (Public) Liability Insurance to include coverage for the following:	
	1. Premises operations	Bodily Injury and Property
	*2. Independent contractors	Damage of \$1,000,000 per
	3. Products/completed operations	occurrence, with a \$2,000,000
	4. Personal Injury	General Aggregate, or its
	5. Contractual liability	equivalent in umbrella or
	*6. Explosion, Collapse, Underground	excess liability coverage
	7. Broad form property damage, to include fire legal liability	

- | | | |
|----|-------------------------------|----------------------------|
| c. | Business Automobile Liability | Combined Single Limit for |
| | 1. Owned/lease vehicles | bodily injury and property |
| | 2. Non-owned vehicles | damage of \$1,000,000 per |
| | 3. Hired vehicles | occurrence |

*If applicable

City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by City, the Contractor shall accomplish such changes in policy coverages, and shall pay the cost thereof.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a) Name City and its officers, employees, agents and elected representatives as additional insureds (as the interests of each insured may appear), as to all applicable coverage, with the exception of the worker's compensation and employer's liability policy;
- b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy; and
- c) Worker's compensation and employer's liability policy will provide a waiver of subrogation in favor of City.

Contractor shall notify City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, which must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following address:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

City Clerk's Office
P.O. Box 839966
City Hall - Second Floor
100 Military Plaza
San Antonio, Texas 78283-3966

Section 8.2 Indemnity

Contractor covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS** the City and the members, agents, employees, officers, directors and representatives of City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. Contractor shall promptly advise City, in writing, of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Contractor's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Section 8.2.

It is the **EXPRESSED INTENT** of the parties to this Agreement, that the **INDEMNITY** provided for in this Section 8.2 is an **INDEMNITY** extended by Contractor to **INDEMNIFY and PROTECT** the City from the consequences of City's **OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this Section 8.2 **SHALL APPLY** only when the **NEGLIGENT ACT** of City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage and shall have no application when the negligent act of City is the sole cause of the resultant injury death, or damage. Contractor further **AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CITY AND IN THE NAME OF CITY**, any claim or litigation brought in connection with any such injury, death, or damage.

It is expressly understood and agreed that Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other or to hold out to third parties and that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 City Events of Default. Each of the following acts or omissions of City or occurrences shall constitute a "City Event of Default":

(a) Failure of City to substantially perform or observe any of the material obligations or covenants of City under this Agreement within sixty (60) days following receipt of written notice to City of such failure; provided, however, that if such performance cannot be reasonably accomplished within such sixty (60) day period, then the failure to commence such performance or observance within such sixty (60) day period or to diligently prosecute such performance or observance to conclusion;

(b) (i) The filing by City of a voluntary petition in bankruptcy or (ii) the adjudication of City as bankrupt; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of, or in respect of, City under the Bankruptcy Code, or any other similar state or federal law dealing with creditor's rights generally; or the appointment of a receiver, trustee, or other similar official for City or its property, unless within ninety (90) days after such approval of filing or appointment City causes such appointment to be set-aside, dismissed or discharged; and

Section 9.2 Remedies for City Events of Default. Whenever any City Event of Default shall occur and if such event is still continuing after expiration of all applicable periods provided herein to the City to cure such occurrence, Contractor shall, at its option, and as its sole and exclusive remedies, either (i) terminate this Agreement by giving written notice thereof to City, and immediately, upon receipt of such notice by City, this Agreement shall terminate, or (ii) seek actual damages only. In no event shall City ever be liable to Contractor for incidental, consequential, speculative or punitive damages and Contractor shall not be entitled to enforce specific performance of this Agreement. Contractor waives all rights it may have to file a *lis pendens* or other lien against the Service Facilities, the City's interest in the Service Facilities Contract, or the realty demised to City under the Service Facilities Contract.

Section 9.3 Contractor Events of Default. Each of the following acts or omissions of Contractor or occurrences shall constitute a "Contractor Event of Default."

(a) Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Contractor or of any amendment between the City and Contractor and violation by Contractor of any rule, regulation, or law to which Contractor is bound or shall be bound under the terms of this Agreement.

(b) Failure of Contractor to provide Services to any event which Contractor is obligated to provide such services hereunder;

(c) (i) Contractor shall make an assignment for the benefit of creditors; (ii) Contractor shall file a voluntary petition in bankruptcy or seek relief under any bankruptcy or insolvency law; (iii) Contractor shall be finally adjudicated a bankrupt or insolvent, or a receiver of all or any portion of Contractor's property shall be appointed in any judicial proceedings and such appointment shall not have been discharged, dismissed or set-aside within ninety (90) days; (iv) there shall be filed against Contractor an involuntary petition under any bankruptcy or insolvency law and such petition shall not be discharged or dismissed within ninety (90) days;

(d) Contractor shall assign this Agreement or any rights or interests of Contractor hereunder or permit any other person, firm or corporation to exercise any part of the Services to be provided by Contractor pursuant to the Agreement in any material respect without the prior written consent of City; or

(e) Contractor shall have any license, permit or franchise applicable to the performance of the Services to be provided by Contractor pursuant to the Agreement revoked or limited in any manner which prevents Contractor from conducting Services substantially as contemplated hereunder, unless such revocation or limitation results from governmental or regulatory action which is unrelated in any way to any act or omission of Contractor, in which event it shall not constitute a Default hereunder.

(f) Upon a decision to terminate by the City, however, written notice of such shall be immediately provided to Contractor specifying the effective date of termination and the extent to which performance of work under this Agreement will be terminated.

(g) Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the City), Contractor shall submit to the City its claim, in detail, for the monies owed by the City for services performed under this Agreement through the effective date of termination, provided however, that such payment complies with Article III hereof.

Section 9.4 Remedies for Contractor Event of Default. Whenever any Contractor Event of Default shall occur, City may, at its option, in addition to all other rights and remedies given by law or equity, immediately terminate this Agreement by giving written notice thereof to Contractor, and immediately, or at any time thereafter, take full possession of the Service Equipment and any areas being occupied by Contractor at the Service Facilities and remove Contractor and all persons and property occupying or using any part of the Service Facilities under this Agreement from the Service Facilities, either by summary proceedings or by any suitable action or proceedings at law or otherwise. No removal or other exercise of dominion by City shall be deemed to be or to constitute a conversion, Contractor hereby consenting after any Contractor Event of Default to the aforesaid exercise of dominion over City's property in the Service Facilities. All Claims for damages by reason of such re-entry and/or repossession are hereby waived. Contractor agrees that any re-entry

by City may be without the necessity for any legal proceedings, and City shall not be liable in trespass or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, and without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, City shall have the right of access to and use of Equipment to provide the Services to be provided by Contractor under this Agreement under circumstances in which immediately prior to any event at which Contractor is required to provide Services (previously scheduled and actually held) in the Service Facilities either (i) Contractor acting through its authorized representative has informed or informs City that it is unable or unwilling to provide the services required by this Agreement for such event or (ii) without City being informed of such inability or unwillingness in accordance with (i) preceding, City reasonably believes, immediately prior to such event, that Contractor will not or cannot provide any such services to the Service Facilities for such event. In any such event, any proceeds or receipts derived from such operation by City (or its designee) for such period of time that City (or its designee) is providing Services which were to be provided by Contractor pursuant to the terms hereof shall belong solely to City without any accountability to Contractor therefor and any expenses incurred by City (or such designee) in providing Services which were to be provided by Contractor pursuant to the terms hereof during such period shall be paid out of any such proceeds derived therefrom; provided, however, that in the event City (or such designee) sustains a loss in connection therewith (i.e., the proceeds derived therefrom are less than the cost and expenses of any such operation), then, in such event, all such losses incurred by City (or such designee) as a result thereof shall be repayable by Contractor to City upon demand.

Furthermore, City shall, without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, upon the occurrence of a Contractor Event of Default, have the right, but shall not be obligated, and without waiving such Contractor Event of Default, to take such action as may be necessary to remedy such Contractor Event of Default on behalf of, and for the account of, Contractor, and upon City taking such remedial action Contractor shall be obligated to and hereby agrees to pay City, upon demand, all costs, expenses, and disbursements incurred by City in taking such remedial action.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment. Contractor shall not assign this Agreement or any right or privilege contained herein or mortgage, pledge or hypothecate any interest or right granted by this Agreement or grant any of the foregoing without the prior written consent of City and any such grant of any of the foregoing shall be void and of no effect.

Section 10.2 Subcontracting. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement, shall be subcontracted without the City's prior written approval. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written Agreement and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be Contractor's

responsibility. Despite City approval of a subcontract, the City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of Agreement execution or extending beyond the expiration date of this Agreement.

Section 10.3 Right to Inspect. City, its designated officers, employees and agents shall at all times have the right to enter into the Service Areas of the Service Facilities and to inspect same and the conduct of business by Contractor in the Service Facilities. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Service Facilities. If Contractor fails to maintain the Equipment or the Service Areas as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or cleaning under such circumstances shall be done for Contractor's account and at Contractor's cost and expense. Contractor shall promptly reimburse City for any such expense upon demand.

Section 10.4 Relocation of Service Areas. City reserves the unrestricted right, at its expense, to relocate any of the Service Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Service Facilities or any part thereof so long as such relocation provides Contractor with reasonably comparable facilities and access within the Service Facilities.

Section 10.5 Relationship of Parties. The relationship created by this Agreement is that of principal and independent Contractor. No provision of this instrument shall be construed in such a way as to constitute Contractor and City joint venturers or partners or to make Contractor the agent of City or to make City liable for the debts of Contractor. No officer, employee, agent, servant or independent Contractor of Contractor shall at any time be deemed to be an employee, servant or agent of City for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of City.

Section 10.6 City Liability. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, IN NO EVENT SHALL CITY EVER BE LIABLE TO CONTRACTOR OR TO ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER CONTRACTOR ON ACCOUNT OF (I) ANY ACT OR OMISSION, TAKEN OR ADMITTED TO BE TAKEN, BY CITY UNLESS SUCH CLAIM IS DUE SOLELY TO THE PROVEN (AS OPPOSED TO ALLEGED) ACTIVE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, OR (II) ANY CITY EVENT OF DEFAULT, FOR ANY AMOUNT OF DAMAGES OR ANY OTHER MONETARY OBLIGATION WHATSOEVER.

Section 10.7 Applicable Area. This Agreement shall in no respect be applicable to any part of the San Antonio area other than the Service Facilities.

Section 10.8 Advertising of Names. Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or

business of any of its subsidiaries or affiliates in the Service Facilities or on the streets and sidewalks adjacent to the Service Facilities or use the name of the Service Facilities once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

Section 10.9 Notices. Notwithstanding any other provision contained in this contract, notices, approvals or other communications provided for herein shall be validly given or made if in writing and delivered by hand or mailed registered or certified return receipt requested (postage prepaid, and with a copy mailed simultaneously by first class mail) as follows:

To Contractor:

GO-PROFESSIONAL ENVIR. MGT
1400 WEST AVENUE
SAN ANTONIO, TX 78201

To City:

Director of Purchasing
131 W. Nueva St.
San Antonio, Texas 78204

With Copy to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

or at such other address or addresses as may be specified by either party hereto by written notice delivered to the other as provided herein. Any such notice if sent in accordance with the provisions of this Section 10.9 shall be deemed delivered in all events within five (5) days following the deposit thereof in the U.S. mails as above provided.

Section 10.10 Non-Waiver. No waiver by either party of any default in the terms, covenants, or conditions hereof to be performed, kept or observed by the other shall be construed to be or act as a waiver of any subsequent default of any of such terms.

Section 10.11 Entire Agreement and the Contract Documents.

(a) The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties.

(b) The documents of which this CONTRACT consists are this Agreement, the List of Service Equipment, which is attached hereto as Exhibit "A", the City's Request for Proposals, which is attached hereto as Exhibit "B", and Contractor's Response to the Request for Proposals which is attached hereto as Exhibit "C". Collectively, these four (4) documents are herein referred to as the "Agreement", unless otherwise noted.

(c) Should there be any conflict between the terms of this Agreement and Exhibits B and C, the controlling provision shall be, in descending order, (1) this Agreement; (2) Exhibit "B", the Request for Proposals; and (3) Exhibit "C", Contractor's Response.

Section 10.12 City's Special Right of Termination. Notwithstanding anything contained in this Agreement to the contrary, in the event that Contractor merges, is merged with, acquires or is acquired by any person, corporation, partnership, joint stock association, trust or other firm or entity, City shall have the option for a period of one hundred eighty (180) days from the date it receives notice of such fact to exercise its unilateral right to terminate this Agreement and all rights of Contractor hereunder upon written notice from City to Contractor, whereupon, this Agreement shall terminate.

Section 10.13 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

Section 10.14 Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of the public enemy, restraining by government, unavailability of materials civil unrest floods, hurricanes, tornadoes, earthquakes or other severe weather conditions or acts of God (collectively called "Force Majeure") such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

Section 10.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Section 10.16 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

Section 10.17 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections or Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subsection of another document or instrument

Section 10.18 City Approval. Whenever in this Agreement a provision calls for the approval of the City or any decision or other exercise of discretion by the City, it is hereby expressly agreed that such approval, decision, or discretion shall mean the approval, decision, or discretion of the City's Alamodome Director, or if such position ceases to exist, the person in charge of the day-to-day operations of the Service Facilities, or his or her respective designee.

EXECUTED in multiple counterparts, each of which shall be deemed an original as of the _____ day of _____, 2002.

ATTEST:

CITY:

CITY OF SAN ANTONIO, TEXAS

City Clerk

By: _____
Name: _____
Title: City Manager

ATTEST:

CONTRACTOR:

Carol O. Johnston - VP

By: GO-PROFESSIONAL ENVIR. MGT. *Samuel G. Salas*
Name: SAM SALAS
Title: ^{Exec.} VICE PRESIDENT

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

- EXHIBIT "A" List of Service Equipment
- EXHIBIT "B" City's Invitation For "Best Value" Bid
- EXHIBIT "C" Contractor's Response to City's Invitation For "Best Value" Bid

Exhibit A
Equipment and Supply List

Bicycle Racks
Blowers (leaf and carpet)
Bonnet Machine (carpet)
Brooms (push, stadium, and lobby)
Burnishers
Cleaning and Chemical Supplies
Dust Mops
Dust Pans
Extractors (Water)
Feather Dusters
Floor Dollies
Floor Pads (stripping, scrubbing, buffing, and polishing)
Floor Scrapers
Floor Squeegees
Floor Sweepers
Janitorial Carts
Locking "C" - Clamps
Mop Buckets and Ringers
Mops
Plastic Pumps for 55 Gallon Barrels
Pressure Washer
Spray Bottles
Step Ladders
Sweepers (Power Boss)
Toilet Bowl Brushes
Trash Receptacles
Vacuum Cleaners
Voyagers
"Wet Floor" Signs
Wet/Dry Vacuum
Window Squeegees

EXHIBIT

2

TEMPORARY HOUSEKEEPING AND CONVERSION SERVICES AGREEMENT

This Temporary Housekeeping and Conversion Services Agreement ("Agreement") is made and entered into this 11 day of July, 2002, by and between The City of San Antonio, Texas (hereinafter called "City") and Pacesetter Personnel Services (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Alamodome and the Nelson Wolff Municipal Baseball Stadium (hereinafter referred to as "Service Facilities"); and

WHEREAS, the City is authorized to enter into such agreements as City deems necessary in conjunction with the management and operation of these facilities, including, without limitation, this Agreement; and

WHEREAS, Contractor is in the business of providing services to public assembly facilities and similar facilities and is willing to enter into this Agreement for the purpose of providing temporary housekeeping and conversion services (hereinafter referred to as "Services") subject to the terms hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound hereby, City and Contractor agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used herein the terms set forth below shall be defined as follows:

(a) "Agreement" shall mean this Temporary Labor for Housekeeping and Conversion Services Agreement and any Exhibits attached hereto.

(b) "City Event of Default" shall mean those certain events of default by City more particularly set forth in Section 9.1 hereof.

(c) "Commencement Date" shall mean January 16, 2002.

(d) "Contractor Event of Default" shall mean those certain events of default by Contractor more particularly described in Section 9.3 hereof.

(e) "Legal Requirements" shall mean any and all present and future laws, statutes, ordinances, decisions, decrees, statutes, rulings, rules, codes, procedures, orders, regulations, permits, certificates, licenses and other requirements of any Governmental Authority (as defined herein) in any way applicable to Contractor, the Service Facilities, the Services, this Agreement, or the City, including, without limitation, any safety laws, health laws, environmental laws and

laws regarding the rights of and obligations to the handicapped and disabled, including without limitation, the Occupational Safety And Health Act and the Americans With Disabilities Act. For purposes hereof "Governmental Authority" shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental or quasi-governmental unit (federal, state, county, district, municipal, Owner or otherwise), whether now or hereafter in existence.

(f) "Month" shall mean any calendar month unless otherwise specifically stated.

(g) "Service Equipment" shall mean the equipment to be provided by the City which is listed on Exhibit "A" attached hereto and incorporated herein for all purposes.

(h) "Service Facilities" shall mean the Alamodome and the Nelson Wolff Municipal Baseball Stadium.

(i) "Services" shall mean the provision of temporary labor for housekeeping and conversion services to the Service Facilities.

(j) "Tenant" shall mean any party, whether it be a group, individual, corporation, or other entity, holding an event in the Service Facilities pursuant to an Event Contract.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 The Agreement. Subject to the terms and conditions contained in this Agreement, City hereby grants to Contractor the following:

(a) Except as limited in this Agreement, the right and privilege to provide Temporary labor for Housekeeping and Conversion Services.

(b) The right and privilege to use and occupy the Service Facilities in connection with Contractor's provision of Services pursuant to the terms of this Agreement.

Contractor agrees that it will not use the Service Facilities (i) to conduct business not related to events in the Service Facilities or (ii) to provide services directly to teams, groups, associations or performers appearing or meeting in the Service Facilities without the prior written consent of City.

Section 2.2 City's Reservations. City reserves to itself, its successors, assignees, and contractors all rights, duties and benefits of the management, occupancy and operation of the Service Facilities not granted to the Contractor as part of the Agreement.

Section 2.3 Right to Provide Services. Contractor acknowledges and understands that it shall only provide Services on an as needed basis and shall provide Services only when notified and when such Services are approved in writing by City.

Section 2.4 Designation of Events at which Contractor will Provide Services. Contractor shall be notified 7 days in advance of date and time Services will be needed and must be able to provide up to 100 individuals to provide Services at any given event.

Section 2.5 Services to be Provided. Contractor, in accordance and compliance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide the following services, as required:

1. ALAMODOME REQUIREMENTS

A) PRE-EVENT AND EVENT HOUSEKEEPING REQUIREMENTS

Housekeeping service requirements prior to and during the course of events cover all areas utilized for a particular event and include, but are not limited to, restrooms, stairwells, concourse areas, vomitories, floors and grounds, elevators, seating areas, parking lot, dock area and other areas accessible to patrons, guests, or promoters during the event. These areas will be monitored continuously and maintained clean prior to and throughout the event.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of Alamodome personnel and include but are not limited to:

Pre-Event Tasks

1. Verify all south dock entrance areas have been swept and trash cans emptied; north, east and west plaza entrances swept; doors and sills cleaned and trash cans emptied.
2. Verify all plaza concourse, mezzanine concourse, and 5th level floors have been swept; trash cans emptied and properly placed; club level carpet vacuumed.
3. Verify all eyebrow areas are clean.
4. Verify all seating areas including railing, seats, floor, walkway, entry vomitories are clean.
5. Verify all restrooms including all commodes, urinals, sinks, pipes, walls, mirrors, partitions, doors, dispensers, and floors are clean and restocked.

6. Verify all stainless steel fixtures, including telephones, sinks, water fountains, elevators, and bathroom fixtures are polished. Verify all water fountains are cleaned, polished, and wiped clean.
7. Verify all tape, banners, and gum or any tape residue from surfaces have been cleaned.
8. Verify all trash cans have been emptied and liners replaced on all levels.
9. If, during verification of above conditions, an unacceptable condition is discovered, the contractor shall correct the condition prior to the event, and subject to approval of the assigned Alamodome representative.

Event Tasks

1. Sweep up all debris and trash in aisles, concourse areas, restrooms, vomitories, stairwells, seating areas, floors and grounds (including outside plaza if required), meeting rooms, and all other areas accessible to patrons, guests, or promoters;
2. Mop all spills in the concourse areas, restrooms, vomitories, stairwells, seating areas, floors, and all other areas accessible to patrons, guests, or promoters;
3. Check and clean restrooms continuously throughout the event and restock as needed with paper towels, soap, toilet paper, and feminine supplies;
4. Remove trash from trash cans and replace liners continuously throughout the event as needed. Immediate disposal of trash bags into dumpster after removal is required; and
5. Vacuum and spot clean all carpet areas in the suite level.

B) POST-EVENT HOUSEKEEPING REQUIREMENTS

Post-Event housekeeping service requirements will include, but not limited to, the cleaning of all restrooms, stairwells, concourse areas, vomitories, floors and grounds (including outside plaza if necessary), elevators, meeting rooms, seating areas, parking lot, dock area and other areas accessible to patrons, guests, or promoters during the event and assigned restocking rooms. ALL POST-EVENT CLEANING WILL BE ACCOMPLISHED WITHIN 24 HOURS AFTER THE EVENT HAS ENDED, OR PRIOR TO THE NEXT EVENT, WHICHEVER IS SOONER. Meeting rooms, locker rooms, officials rooms, interview rooms, and other restricted rooms will be cleaned only

when instructed and will be assigned to designated authorized personnel.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of Alamodome personnel and include but are not limited to:

1. Pick up all trash and debris from all areas, including the parking lots, and empty, clean and reline all refuse receptacles. Clear all areas under contract of all trash and debris. All trash to be removed after every event from under seating units. All trash cans and containers to be emptied into dumpsters within 12 hours of the end of an event;
2. Sweep and mop all areas including under the seating and all stairwells (top to bottom). Scrub and mop the entire field level. Alamodome will provide floor scrubber equipment and supplies to be used only on field level if needed and only by experienced equipment operators;
3. Wipe down all seating and railings (fixed and removable) throughout the facility to ensure cleanliness;
4. Clean doors, windows, walls, and sills as determined by Alamodome Representative;
5. Dust all pipes, upper fixtures, signs, and related dust catches as determined by Alamodome Representative;
6. Clean and polish all stainless steel fixtures, including telephones, sinks, water fountains, elevators, and bathroom fixtures. All water fountains must be cleaned, polished, and wiped down;
7. Remove all tape, banners, and gum or any tape or gum residue from all surfaces;
8. Clean all restrooms made available when the Alamodome is set up in the full stadium configuration, and in the arena configuration. All commodes, urinals, sinks, pipes, walls, mirrors, partitions, doors, dispensers, and floors must be cleaned and disinfected. All sanitary napkin containers in women's restrooms must be emptied and disinfected;
9. All carpets shall be vacuumed and cleaned. Carpet in meeting rooms shall be shampooed or bonny buffed, as needed depending on spills and traffic levels. This task shall include moving all light furniture in order to properly clean carpets;

10. Loading dock areas (inside and outside) shall be swept and mopped. The outside shall be pressure washed as determined by Alamodome Representative. All debris around trash compactors will be picked up and trash compactors will be pressure washed as determined by Alamodome Representative;
11. All of the outdoor plaza level (2nd level) grounds will be cleaned. All walkways, ramps, and outside steps will be swept. All trash will be picked up. All trash cans will be emptied and relined; and
12. Vacuum and spot clean all carpet areas in the suite and concourse levels.
13. If, during verification of above conditions, an unacceptable condition is discovered, the successful contractor shall correct the condition prior to the next event, and subject to approval of the assigned Alamodome representative.

C) SUPPLEMENTAL CONVERSION REQUIREMENTS

Personnel may be needed from time to time to assist in the set-up and /or tear down of the various configurations required to support the variety of activities and events that take place at the Alamodome. Conversion service requirements are varied because of the large variety of events that take place at the Alamodome. These events include, but are not limited to, basketball, football, hockey, concerts, thrill shows, ice skating, tradeshows and rodeos. Personnel should be mechanically inclined and qualified to operate equipment to effectively perform the conversion tasks. Various power tools and forklifts are used during the conversions and require well-trained operators to maneuver such tools and equipment to attain and expedite conversion from use for one type of event to another in as brief a period of time as possible, while exercising safety and caution at all times. Further, contractor agrees to employ persons who will be (a) time sensitive to the need to convert the configuration in a quick, efficient and brief time span and (b) group-sensitive to the wide span of group composition and size.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of Alamodome personnel and include but are not limited to:

1. Set-up and break-down of chairs and seating platforms;
2. Installation and removal of basketball court, goals, and accessories;
3. Installation and removal of low riser seating system;
4. Installation and removal of camera platform, concourse, and accessories;

5. Installation and removal of artificial football turf, goals, and accessories;
6. Installation of all ice rink equipment to include the making and removal of ice;
7. Installation and removal of staging, speaking platforms, media tables, and associated equipment;
8. Only properly trained personnel shall be authorized to operate City of San Antonio equipment.

2. NELSON W. WOLFF STADIUM HOUSEKEEPING REQUIREMENTS

A) PRE-EVENT AND EVENT HOUSEKEEPING REQUIREMENTS

Contractor will be responsible for the housekeeping requirements and the maintenance of all assigned areas at Wolff Stadium including, but not limited to, stadium administrative offices, concourse walkway, mezzanine level and seating, cross aisle walkway and seating, third level press and sky boxes and other areas designated by the Alamodome Director, or his designee, on an as-needed basis. Event housekeeping requirements during the events include all areas utilized for a particular event, including but not limited to, all restrooms, stairwells, concourse areas, vomitories, floors and grounds, elevators, seating areas, and other areas accessible to patrons, guests or promoters during the event. These areas will be monitored continuously and maintained clean throughout the event. One (1) event supervisor for each ten (10) workers and/or one (1) event supervisor at each cleaning area will be required to insure the above is being accomplished properly. The event supervisor will be provided by the City of San Antonio.

TASKS TO INCLUDE:

The following tasks are to be performed at the direction of the Alamodome and/or Wolff Stadium personnel and include but are not limited to:

Pre-Event Tasks

1. City supervisor to check product inventory and place product in janitor's rooms throughout the stadium prior to start of event;
2. Sweep debris and trash in aisles, concourse areas, restrooms, vomitories, stairwells, seating areas, floors and grounds (including outside gate areas as required) and all other areas accessible to patrons, guests and promoters;
3. Mop stairwells, seating areas, floors, and all other areas accessible to patrons, guests, and/or promoters;

4. Pre-Event checklist:
 - Verify sky box restroom is clean and restocked
 - Verify mezzanine restroom is clean and restocked
 - Verify concourse restroom is clean and restocked
 - Verify concourse family restroom is clean and restocked
 - Verify grille building restroom is clean and restocked
 - Verify grille building family restroom is clean and restocked
 - Final mop of customer service floor and elevator floor by 5:00 p.m.
 - Verify sky box trash cans are placed and liners are installed
 - Verify mezzanine trash cans are placed and liners are installed
 - Verify concourse trash cans are placed and liners are installed
 - Verify first base berm trash cans are placed and liners are installed
 - Verify third base berm trash cans are placed and liners are installed
 - Verify picnic area trash cans are placed and liners are installed
 - Sweep stadium seating water puddles.
 - Wipe stadium seating;

5. If, during verification of above conditions, an unacceptable condition is discovered, the successful contractor shall correct the condition prior to the event, and subject to approval of the assigned Alamodome or Wolff Stadium representative.

Event Tasks

1. Check and clean restrooms continuously throughout the event and restock, as needed, with paper towels, soap, toilet paper, and feminine supplies;
2. Remove trash from trashcans and replace liners continuously throughout the event, as needed. Immediate disposal of trash bags into dumpster after removal is required
3. Clean grounds throughout the event.
4. Trash bulk operations;
 - Stadium seating trash bulk
 - Sky box room trash bulk complete and trash can liners removed
 - Sky box level trash can liners removed
 - Mezzanine level trash can liners removed
 - Concourse trash can liners removed
 - Berm areas trash can liners removed
 - All trash can liners are disposed in the maintenance trash disposal; and
5. Back pack blower operations: after bulking operations, entire seating, mezzanine and concourse area are to be swept with the back pack blowers
 - Stadium seating area

- Mezzanine level walkway
- Concourse walkway

B) POST-EVENT HOUSEKEEPING REQUIREMENTS

The following tasks are to be performed at the direction of the Alamodome and / or Wolff Stadium personnel include, but are not limited to:

1. **Wash Down Operations:** Using water hoses and attached pressure nozzles, wash down the following to rid the areas of trash and stains:
 - Mezzanine level walkway
 - Mezzanine seating
 - CROSS AISLE WALKWAY
 - Lower box seating
 - Sideline bleachers
 - Concourse walkway
 - Concourse entry areas
 - Stadium entries (gates to street);
2. **Sky box room and third level cleaning:**
 - Vacuum all carpets
 - Wipe all counters
 - Wipe outside and inside doors, windows, and frames
 - Empty trash cans and replace liners
 - Wash down outside seating and mop concrete floors
 - Clean sky box restroom toilets, urinals, partitions, lavatories, mirrors, and restock with paper towels, soap and toilet paper.
 - Empty restroom trash cans and replace liners
 - Clean and mop sky box elevator lobby
 - Mop concrete stains along sky box walkway;
3. **Press box cleaning:**
 - Vacuum press box corridor and room floors
 - All carpets in required areas shall be shampooed or bonny buffed depending on spills and traffic level, as needed
 - Wipe down all counters in press box
 - Wipe all windows, frames, and doors
 - Empty trashcans and replace liners
 - Clean press box restroom toilets, lavatories, mirrors, and restock with paper towels, soap, and toilet paper;
4. **Customer service office:**
 - Mop and clean room and elevator floor prior to 2:00 p.m.
 - Wipe windows, frames and doors

- CLEAN ELEVATOR WALLS
 - Wipe furniture;
- 5. Restrooms:**
- Clean all drinking fountains
 - Clean concourse restroom toilets, urinals, partitions, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper.
 - Clean family restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper.
 - Clean mezzanine toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper
 - Clean grille building restroom toilets, urinals, partitions, lavatories, mirrors, counters and floors and restock as needed, with paper towels, soap, and toilet paper;
- 6. Stadium berm and picnic areas:**
- Remove all trash throughout the picnic area
 - Wash down picnic tables
 - Empty picnic area trash cans and replace liners
 - Remove all trash in third base berm
 - Empty third base trash cans and replace liners
 - Empty first base trash cans and replace liners
 - Empty concourse trash cans and replace liners
 - Empty mezzanine trash cans and replace liners
 - Empty sky box trash cans and replace liners;
- 7. Dugouts and dugout restrooms:**
- Empty trash cans and replace liners
 - Sweep wood floors in dugouts
 - Wipe benches
 - Clean dugout restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper;
- 8. Lower level corridors and rooms:**
- Sweep and mop floor matting
 - Empty aux. coaches locker trash cans and replace liners
 - Clean restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, and toilet paper
 - Check star dressing room and empty trash cans and replace liners
 - Clean restroom toilets, lavatories, mirrors, counters and floors, and restock with paper towels, soap, toilet paper;
- 9. Stadium management office:**
- Empty trash cans and replace liners
 - Clean restroom toilets, lavatories, mirrors, counters and floors, and restock

- with paper towels, soap, and toilet paper
- Vacuum all office floors
- As needed, all carpets in required areas shall be shampooed or bonny buffed depending on spills and traffic level.
- Clean drinking fountain
- Sweep and mop corridor floors
- Wipe box office counters and clean windows

ALL POST-EVENT CLEANING WILL BE ACCOMPLISHED WITHIN 24 HOURS AFTER THE EVENT HAS ENDED, OR PRIOR TO THE NEXT EVENT, WHICHEVER IS SOONER.

ARTICLE III

PAYMENT

Section 3.1 Payment for Services. In order to receive payment for the approved work Contractor has performed, said Contractor understands that it must submit an invoice to City and City must receive such invoice within five (5) City working days of the date on which the work was performed.

Payment shall be made on the 10th City working day of each and every month during the initial term following the month for which Contractor has submitted an invoice for the performance of Services.

Contractor acknowledges that upon such receipt of payment from City, such payment will be considered full and final satisfaction for Services rendered.

Section 3.2 Billings. Billings will be based on hourly rates for actual work performed, subject and limited to work approved in writing by City.

Procedure for the control of hours billed will consist of the following minimum requirements:

- (a) Contractor will keep detailed records of all hours worked;
- (b) Contractor will not perform any work unless an event staff sheet has been prepared and approved by City;
- (c) Contractor's employees will sign in and out at designated points when entering and leaving Service Facilities;
- (d) Contractor shall submit daily detailed report of all employees and hours worked to designated City staff member;
- (e) All billings are to be accomplished by copies of approved daily reports supporting hours billed; and

(f) Contractor is to retain all time cards and payroll records for a period of two years after billings during which time Contractor's records will be open to audit by City. After the elapse of this period all billings will be final and considered binding on both parties.

Section 3.3 Payment Amounts. All payments shall be based on the hourly rate schedule set for the in Exhibit A, attached hereto and incorporated herein for all purposes. Payments to Contractor shall be in the amount shown by the billings and other documentation submitted and shall be subject to City's approval. All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been approved by City. City shall not withhold payment on undisputed portions of the invoice pending resolution of any disputed portions.

Section 3.4 Payments to Contractor Only. City shall not be obligated or liable under this Agreement to any party other than Contractor for payment of any monies or provision of any goods or services.

Section 3.5 Unsatisfactory Performance or Non-performance. If any Contractor employee does not perform satisfactorily or meet requirements as placed forward by the City, then they may be replaced, with such replacement occurring within their first two hours on the job. Such time worked will not be billed to the City.

ARTICLE IV

AUDITS

Section 4.1 Audits. Contractor, its employees (and agents, representatives, associates, and volunteers, as applicable), and its contractors and subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Agreement and shall make such materials available at their respective corporate offices at all reasonable times and with reasonable notice and as often as City may deem necessary during the Agreement period for the purpose of accounting and audit inspections by City and City and any of its authorized employees, agents, representatives, contractors, or subcontractors shall be permitted to audit, examine and make excerpts and/or copies of same.

ARTICLE V

PERFORMANCE OF THE SERVICES

Section 5.1 General Standards. The Contractor hereby represents, warrants, covenants and agrees that Contractor shall:

(a) operate from the Service Facilities which shall only be used for the purpose of providing Services in accordance with the terms of this Agreement.

(b) provide Services at such times and upon such terms as may be agreed upon between City and Contractor. Reasonable efforts (within 4 hours) shall be made by City to notify the Contractor of the cancellation of scheduled events, but

City assumes no liability for the failure to deliver notice of cancellation.

(c) provide Services a first-class manner which is efficient and of a level of quality equal to or greater than industry standards. All equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.

(d) be responsible for any violations of Legal Requirements in the Service Facilities which occur during the term of this Agreement as a result of Contractor's operation hereunder; it being expressly understood by and between the parties that the Contractor shall not be responsible for any violations of Legal Requirements which occur solely as a result of the City's actions.

(e) conform to all rules and regulations at any time promulgated by City with respect to the Service Facilities; cause its officers, employees, agents, independent Contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees.

(f) require its employees, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, concerning the use of all chemicals and cleaning solutions. Contractor will also be responsible for providing adequate instructions and safety training for all employees regarding the proper use of all cleaning products, including a safety manual, as provided by City, with procedures for responding to misuse and/or accidents involving these cleaning solutions and/or chemicals, such manual to be available on-site at all times and updated as necessary.

(g) ensure that it and its employees are knowledgeable in the proper handling and disposal of biohazardous material under the direction of City, should the need arise.

(h) prohibit its employees from disturbing papers on desks, opening desks, drawers or cabinets, and/or using office equipment. The use of phones by Contractor's employees will be limited to those calls necessary to perform Services and/or emergency situations.

(i) prohibit family members and friends of Contractor's employees from accompanying them on the job site at any time.

(j) perform Contractor's obligations under this Agreement and conduct the management and operation of the Services conducted by Contractor pursuant to the Agreement at all times with integrity and good faith and consistent with the terms of this Agreement. The scope of such duty specifically includes, without

limitation, the duty to maintain the quality of Contractor's service at a level commensurate with the highest standard in the industry.

(k) be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, or contractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately upon learning of such damage.

Section 5.2 Personnel. Contractor shall at all times comply with the following requirement regarding its personnel at, and staffing of, the Service Facilities:

(a) Contractor shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services thereunder, shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

(b) Contractor shall employ in the Service Facilities only trained, neatly uniformed (Contractor t-shirt and neat blue jeans free from holes and stains), clean and courteous personnel. Any of Contractor's employees who are used for any event at which Contractor provides Services must have completed training in the operation of the Service Facility and shall at all times strictly adhere to the Facility Rules and Regulations. All of Contractor's personnel shall be uniformed and neatly dressed, the cost of said requirements being borne solely by the Contractor. City will provide contractor badges that must be worn at all times while on City property. Government identification plus said badge is required for access to the Service Facilities. Contractor's employees shall conduct themselves at all times in a proper and respectful manner and in accordance with City's rules and regulations for the Service Facilities. If City determines that any employee of Contractor has not complied with the provisions of this Section on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Service Facilities. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Service Facilities.

(c) Contractor shall provide and designate a lead man who will be in the Service Facility while under contract for an event. Said event supervisor shall report to the Alamodome Department Director, or his designee, for instructions prior to providing Services to an event. Said event supervisor shall also be: (i) directly responsible for the oversight of Contractor's obligations hereunder, (ii) available to take calls from and meet with City at all times; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change in the event supervisor, Contractor shall have ten (10) days to provide an appropriate

replacement. Contractor's manager or his designated representative shall be available in the Service Facilities whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.

(d) City shall admit free of cost to the Service Facilities, such officers and employees of Contractor as may be necessary to carry out his Agreement at any event at which Contractor provides Services. City shall permit only appropriately credentialed employees and other personnel of Contractor to be permitted in the Service Facilities without the payment of an admission fee. City shall supply to Contractor, at Contractor's sole cost and expense, a limited number of badges, in form and design selected by City, for such admission. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of the names of Contractor's employees and personnel scheduled to work such event. Contractor shall not include on the list any person that City has required Contractor to expel or exclude from the Service Facilities. City shall deliver the credentials at least one (1) day before the event. Any badges delivered pursuant to the terms hereof shall remain the property of City and shall be returned to City immediately after the event. City may, however, deliver to Contractor's management staff badges that may be retained indefinitely until revoked by City.

(e) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or physical disability.

(f) City may exclude Contractor's personnel from any portion of the Service Facilities prior to an event at which Contractor provides Services if it is requested to do so by the Tenant conducting such event or building management; provided, however, in the event that any of the Contractor's personnel is so excluded for any period of time, City agrees to take into account such exclusion and the effect it will have on Contractor's ability to adequately set up for the event at which Contractor is to provide Services in determining the reasonable period of time before the commencement of the event for which Contractor shall have access to the Service Facilities.

(g) Except as otherwise provided above all subcontractors must be approved by City, regardless of whether or not such sub-contractors hold a license to provide on-going Services in the Service Facilities, and all subcontractors shall be deemed to be Contractor's employees for all purposes under this Agreement.

Section 5.3 Security and Safety Precautions. Contractor shall take the following precautions:

(a) Contractor's employees shall promptly report any noted hazardous conditions and/or items requiring repair (such as leaky faucets, toilet stoppages, etc.) to City.

(b) City reserves the right to conduct a contraband search (illegal

weapons, drugs and/pr alcohol) of Contractor, Contractor's employees, representatives, agents, associates, contractors, subcontractors and volunteers at any time if City personnel; determine just cause necessitates said search. Such search will be performed by an on-site security officer or guard. In the event any of the individuals searched are found to be in the possession of contraband, said contraband will be confiscated and said individual will be removed from the site and replaced with other staff at no additional expense to City. Following the completion of an event at which Contractor provides Services, Contractor shall cleanup the areas utilized and remove equipment to the satisfaction of City. If Contractor is the party so discovered, this Agreement may be immediately terminated.

(c) Proper precautions shall be taken to advise building occupants and patrons of wet and/or slippery floor conditions. Contractor must utilize professional "Wet Floor" signs whenever wet and/or slippery floor conditions exist. **Contractor acknowledges that, as an independent contractor, said Contractor will face liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure to provide such advice or signs.**

Section 5.4 Minority and Women Owned Business Participation. Contractor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts (per Ordinance #77758). Per Ordinance #69403, Contractor agrees that Contractor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Business Economic Development Advocacy (SBEDA) Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development, Division of Internal Review and the City Clerk's Office.

The Contractor agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its proposal are found or if Contractor does not meet the SMWBE goals as specified by the City's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by City's Department of Economic Development, Contractor will be required to submit a written report to City's Department of Economic Development. The Contractor will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies. If the City's Department of Economic Development and City Attorney's Office find that material deficiencies exist then the supplemental GFEP shall be denied and will constitute Contractor's failure to resolve any deficiencies. Failure to obtain an approved GFEP within ninety (90) days of initial denial shall constitute a default and result in payment by Contractor of \$1,000 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date of notice shall constitute a further (additional) condition of default by

the Contractor and which can, at the option of the Director, result of forfeiture of the entirety of this Agreement.

Section 5.5 Equal Opportunity Employment. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion, national origin, ancestry, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of the Equal Employment Opportunity Act. Contractor also agrees to abide by the City's Equal Opportunity Affirmative Action policy.

(b) Contractor shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, or handicap.

(c) Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE VI

OBLIGATIONS OF CITY

Section 6.1 Equipment and Service Areas. City shall provide, at its expense, Equipment to Contractor for the performance of its duties under this Agreement. All such Equipment shall remain the sole property of City.

Section 6.2 Cancellation of Events. City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance; although nothing contained herein shall be deemed or construed as limiting or impairing Contractor's rights or remedies against any other person for any loss or damage suffered by Contractor as a result of such cancellation or rescheduling.

Section 6.3 City Representative. City hereby agrees and acknowledges that it will have a Service Facilities staff member in the Service Facilities for any event at which Contractor provides Services to serve as a liaison between the Service Facilities staff and the Contractor for each event at which Contractor provides Services. The identity of this liaison for any event shall be disclosed to Contractor prior to the commencement of such event. The liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Service Facilities during any event at which Contractor provides Services; provided, however, that the presence of such liaison shall in no event be deemed or construed as expanding any of the duties or obligations which the City has undertaken pursuant to the terms of this Agreement, nor shall the presence of such liaison be deemed or construed as abrogating (i) any limitation of such duties or obligations contained herein, or (ii) any limitation of liability of the City expressly set forth in this Agreement.

ARTICLE VII

TERM

Section 7.1 Term. Subject to the fulfillment by Contractor of the condition precedent set out in Section 7.2 hereof, the term of this Agreement shall commence on January 14, 2002 and terminate upon written notice to Contractor that City has hired a permanent Housekeeping and Conversion Services provider or at midnight local time on March 15, 2002, whichever is sooner, unless earlier terminated in accordance with the terms and conditions of this Agreement.

Section 7.2 Condition Precedent. The delivery by Contractor to City of (i) the insurance certificate required by and in conformity with the provisions of Section 8.1 hereof, and (ii) copies of all permits and licenses required for the lawful provision of the Services in accordance with the terms hereof is a condition precedent to the effectiveness of this Agreement notwithstanding the execution of this Agreement by both parties hereto and the delivery of counterparts of executed documents to each other.

Contractor shall be obligated to procure the insurance required hereunder and all permits and licenses necessary for such lawful provision of the Services prior to the delivery of executed counterparts of this Agreement to the City. If either such certificate or said licenses and permits have not been delivered at the time Contractor delivers executed counterparts of this Agreement to the City, then City may terminate this Agreement without regard to any expense or liability incurred by either party hereto in contemplation of the commencement of this Agreement.

ARTICLE VIII

INSURANCE, INDEMNITY AND LIABILITY MATTERS

Section 8.1 Insurance.

After approval of the Agreement by the City Council and prior to the effective date of the Agreement, Contractor shall furnish a completed Certificate of Insurance to the Convention Facilities - Municipal Auditorium and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage's, limits, and

termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. All Certificates shall contain reference to the Agreement in the operations section of the Certificate. City shall have no duty to pay or perform under the Agreement until such certificate shall have been delivered to the Convention Facilities - Municipal Auditorium, and no officer or employee shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to modify insurance coverage's and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Contractor's financial integrity is of interest to City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved in writing by City, Contractor shall obtain and maintain in full force and effect for the duration of the Agreement, at Contractor's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
a. Workers' Compensation Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
b. Commercial General (public) Liability Insurance to include coverage for the following:	
1. Premises operations	
*2. Independent contractors	Bodily Injury and Property
3. Products/completed operations	Damage of \$1,000,000 per
4. Personal Injury	occurrence, with a \$2,000,000
5. Contractual liability	General Aggregate, or its equivalent,
*6. Explosion, collapse, underground	in umbrella or excess liability
7. Broad form property damage, to	coverage
include fire legal liability	
c. Business Automobile Liability	Combined Single Limit for
1. Owned/lease vehicles	bodily injury and property
2. Non-owned vehicles	damage of \$1,000,000 per
3. Hired vehicles	occurrence
d. Commercial Crime	Blanket coverage equal to
	anticipated annual receipts

*If applicable

City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by City, the Contractor shall accomplish such changes in policy coverages, and shall pay the cost thereof.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a) Name City and its officers, employees, agents and elected representatives as additional insureds (as the interests of each insured may appear), as to all applicable coverage, with the exception of the worker's compensation and employer's liability policy;
- b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy; and
- c) Worker's compensation and employer's liability policy will provide a waiver of subrogation in favor of City.

Contractor shall notify City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, which must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following address:

Director of Alamodome
100 Montana St.
San Antonio, Texas 78205

City Clerk's Office
P.O. Box 839966
City Hall - Second Floor
100 Military Plaza
San Antonio, Texas 78283-3966

Section 8.2 Indemnity

Contractor covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS** the City and the members, agents, employees, officers, directors and representatives of City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties

under this Agreement. Contractor shall promptly advise City, in writing, of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Contractor's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Section 8.2.

It is the EXPRESSED INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section 8.2 is an INDEMNITY extended by Contractor to INDEMNIFY and PROTECT the City from the consequences of City's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Section 8.2 SHALL APPLY only when the NEGLIGENT ACT of City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage and shall have no application when the negligent act of City is the sole cause of the resultant injury death, or damage. Contractor further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CITY AND IN THE NAME OF CITY, any claim or litigation brought in connection with any such injury, death, or damage.

It is expressly understood and agreed that Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other or to hold out to third parties and that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 City Events of Default. Each of the following acts or omissions of City or occurrences shall constitute a "City Event of Default":

(a) Failure of City to substantially perform or observe any of the material obligations or covenants of City under this Agreement within sixty (60) days following receipt of written notice to City of such failure; provided, however, that if such performance cannot be reasonably accomplished within such sixty (60) day period, then the failure to commence such performance or observance within such sixty (60) day period or to diligently prosecute such performance or observance to conclusion;

(b) (i) The filing by City of a voluntary petition in bankruptcy or (ii) the adjudication of City as bankrupt; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of, or in respect of, City under the Bankruptcy Code, or any other similar state or federal law dealing with

creditor's rights generally; or the appointment of a receiver, trustee, or other similar official for City or its property, unless within ninety (90) days after such approval of filing or appointment City causes such appointment to be set-aside, dismissed or discharged; and

Section 9.2 Remedies for City Events of Default. Whenever any City Event of Default shall occur and if such event is still continuing after expiration of all applicable periods provided herein to the City to cure such occurrence, Contractor shall, at its option, and as its sole and exclusive remedies, either (i) terminate this Agreement by giving written notice thereof to City, and immediately, upon receipt of such notice by City, this Agreement shall terminate, or (ii) seek actual damages only. In no event shall City ever be liable to Contractor for incidental, consequential, speculative or punitive damages and Contractor shall not be entitled to enforce specific performance of this Agreement. Contractor waives all rights it may have to file a *lis pendens* or other lien against the Service Facilities, the City's interest in the Service Facilities Contract, or the realty demised to City under the Service Facilities Contract.

Section 9.3 Contractor Events of Default. Each of the following acts or omissions of Contractor or occurrences shall constitute a "Contractor Event of Default."

(a) Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Contractor or of any amendment between the City and Contractor and violation by Contractor of any rule, regulation, or law to which Contractor is bound or shall be bound under the terms of this Agreement.

(b) Failure of Contractor to provide Services to any event which Contractor is obligated to provide such services hereunder;

(c) (i) Contractor shall make an assignment for the benefit of creditors; (ii) Contractor shall file a voluntary petition in bankruptcy or seek relief under any bankruptcy or insolvency law; (iii) Contractor shall be finally adjudicated a bankrupt or insolvent, or a receiver of all or any portion of Contractor's property shall be appointed in any judicial proceedings and such appointment shall not have been discharged, dismissed or set-aside within ninety (90) days; (iv) there shall be filed against Contractor an involuntary petition under any bankruptcy or insolvency law and such petition shall not be discharged or dismissed within ninety (90) days;

(d) Contractor shall assign this Agreement or any rights or interests of Contractor hereunder or permit any other person, firm or corporation to exercise any part of the Services to be provided by Contractor pursuant to the Agreement in any material respect without the prior written consent of City; or

(e) Contractor shall have any license, permit or franchise applicable to the performance of the Services to be provided by Contractor pursuant to the Agreement revoked or limited in any manner which prevents Contractor from conducting Services substantially as contemplated hereunder, unless such

revocation or limitation results from governmental or regulatory action which is unrelated in any way to any act or omission of Contractor, in which event it shall not constitute a Default hereunder.

(f) Upon a decision to terminate by the City, however, written notice of such shall be immediately provided to Contractor specifying the effective date of termination and the extent to which performance of work under this Agreement will be terminated.

(g) Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the City), Contractor shall submit to the City its claim, in detail, for the monies owed by the City for services performed under this Agreement through the effective date of termination, provided however, that such payment complies with Article III hereof.

Section 9.4 Remedies for Contractor Event of Default. Whenever any Contractor Event of Default shall occur, City may, at its option, in addition to all other rights and remedies given by law or equity, immediately terminate this Agreement by giving written notice thereof to Contractor, and immediately, or at any time thereafter, remove Contractor and all persons and property occupying or using any part of the Service Facilities under this Agreement from the Service Facilities, either by summary proceedings or by any suitable action or proceedings at law or otherwise. No removal or other exercise of dominion by City shall be deemed to be or to constitute a conversion, Contractor hereby consenting after any Contractor Event of Default to the aforesaid exercise of dominion over City's property in the Service Facilities. All Claims for damages by reason of such re-entry and/or repossession are hereby waived. Contractor agrees that any re-entry by City may be without the necessity for any legal proceedings, and City shall not be liable in trespass or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, and without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, City shall have the right of access to and use of Equipment to provide the Services to be provided by Contractor under this Agreement under circumstances in which immediately prior to any event at which Contractor is required to provide Services (previously scheduled and actually held) in the Service Facilities either (i) Contractor acting through its authorized representative has informed or informs City that it is unable or unwilling to provide the services required by this Agreement for such event or (ii) without City being informed of such inability or unwillingness in accordance with (i) preceding, City reasonably believes, immediately prior to such event, that Contractor will not or cannot provide any such services to the Service Facilities for such event. In any such event, any proceeds or receipts derived from such operation by City (or its designee) for such period of time that City (or its designee) is providing Services which were to be provided by Contractor pursuant to the terms hereof shall belong solely to City without any accountability to Contractor therefor and any expenses incurred by City (or such designee) in providing Services which were to be provided by Contractor pursuant to the terms hereof during such period shall be paid out of any such proceeds derived therefrom; provided, however, that in the event City (or such designee) sustains a loss in connection therewith (i.e., the proceeds derived therefrom are less than the cost and expenses of any such operation), then, in such event, all such losses incurred by City (or such designee) as a result thereof shall be repayable by Contractor to City upon demand.

Furthermore, City shall, without waiving any of City's other rights under this Agreement on account of a Contractor Event of Default, upon the occurrence of a Contractor Event of Default, have the right, but shall not be obligated, and without waiving such Contractor Event of Default, to take such action as may be necessary to remedy such Contractor Event of Default on behalf of, and for the account of, Contractor, and upon City taking such remedial action Contractor shall be obligated to and hereby agrees to pay City, upon demand, all costs, expenses, and disbursements incurred by City in taking such remedial action.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment. Contractor shall not assign this Agreement or any right or privilege contained herein or mortgage, pledge or hypothecate any interest or right granted by this Agreement or grant any of the foregoing without the prior written consent of City and any such grant of any of the foregoing shall be void and of no effect.

Section 10.2 Subcontracting. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement, shall be subcontracted without the City's prior written approval. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written Agreement and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be Contractor's responsibility. Despite City approval of a subcontract, the City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of Agreement execution or extending beyond the expiration date of this Agreement.

Section 10.3 Relocation of Service Areas. City reserves the unrestricted right, at its expense, to relocate any of the Service Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Service Facilities or any part thereof so long as such relocation provides Contractor with reasonably comparable facilities and access within the Service Facilities.

Section 10.4 Relationship of Parties. The relationship created by this Agreement is that of principal and independent Contractor. No provision of this instrument shall be construed in such a way as to constitute Contractor and City joint venturers or partners or to make Contractor the agent of City or to make City liable for the debts of Contractor. No officer, employee, agent, servant or independent Contractor of Contractor shall at any time be deemed to be an employee, servant or agent of City for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of City.

Section 10.5 City Liability. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, IN NO EVENT SHALL CITY EVER BE LIABLE TO CONTRACTOR OR TO ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER CONTRACTOR ON

ACCOUNT OF (I) ANY ACT OR OMISSION, TAKEN OR ADMITTED TO BE TAKEN, BY CITY UNLESS SUCH CLAIM IS DUE SOLELY TO THE PROVEN (AS OPPOSED TO ALLEGED) ACTIVE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, OR (II) ANY CITY EVENT OF DEFAULT, FOR ANY AMOUNT OF DAMAGES OR ANY OTHER MONETARY OBLIGATION WHATSOEVER.

Section 10.6 Applicable Area. This Agreement shall in no respect be applicable to any part of the San Antonio area other than the Service Facilities.

Section 10.7 Advertising of Names. Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Service Facilities or on the streets and sidewalks adjacent to the Service Facilities or use the name of the Service Facilities once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

Section 10.8 Notices. Notwithstanding any other provision contained in this contract, notices, approvals or other communications provided for herein shall be validly given or made if in writing and delivered by hand or mailed registered or certified return receipt requested (postage prepaid, and with a copy mailed simultaneously by first class mail) as follows:

To Contractor:

Pacesetter Personnel Service
1212 Fredericksburg
San Antonio, Texas 78201

To City:

Director of Alamodome
100 Montana St.
San Antonio, Texas 78205

With Copy to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

or at such other address or addresses as may be specified by either party hereto by written notice delivered to the other as provided herein. Any such notice if sent in accordance with the provisions

of this Section 10.8 shall be deemed delivered in all events within five (5) days following the deposit thereof in the U.S. mails as above provided.

Section 10.9 Non-Waiver. No waiver by either party of any default in the terms, covenants, or conditions hereof to be performed, kept or observed by the other shall be construed to be or act as a waiver of any subsequent default of any of such terms.

Section 10.10 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

Section 10.11 Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of the public enemy, restraining by government, unavailability of materials civil unrest floods, hurricanes, tornadoes, earthquakes or other severe weather conditions or acts of God (collectively called "Force Majeure") such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

Section 10.12 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Section 10.13 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

Section 10.14 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections or Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subsection of another document or instrument.

Section 10.15 City Approval. Whenever in this Agreement a provision calls for the approval of the City or any decision or other exercise of discretion by the City, it is hereby expressly agreed that such approval, decision, or discretion shall mean the approval, decision, or discretion of the City's Alamodome Director, or if such position ceases to exist, the person in charge of the day-to-day operations of the Service Facilities, or his or her respective designee.

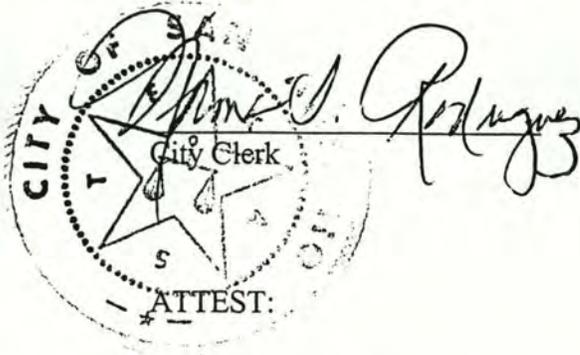
* This contract is subject to the attached Exhibit A.

EXECUTED in multiple counterparts, each of which shall be deemed an original as of the
11 day of JANUARY, 2002.

ATTEST:

CITY:

CITY OF SAN ANTONIO, TEXAS



By: [Signature]
 Name: Dolores D. Logano
 Title: City Manager

CONTRACTOR:

Pacesetter Personnel Service

[Signature]
Klaudia R. Patterson

By: [Signature]
 Name: Ken Joekel
 Title: President

APPROVED AS TO FORM:

[Signature]
 for Veronica M. Zetzsche
 City Attorney

EXHIBIT A
PACESETTER PERSONNEL SERVICE
HOURLY BILL RATE SCHEDULE

1. Temporary Labor

\$7.75 per hour plus any overtime hours at time + ½.
2% discount applies to invoices paid within 21 days from date of invoice.

2. Lead-Men

\$12.03 per hour plus any overtime hours at time + ½.
2% discount applies to invoices paid within 21 days from date of invoice.

ACORD CERTIFICATE OF LIABILITY INSURANCE

03/11/2002

DATE (MM/DD/YY)
12/13/2001

PRODUCER
LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
(816) 960-9000
KANSAS CITY MO 64112-1906

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED PACESETTER PERSONNEL
1010120 P.O. BOX 108
HOUSTON TX 77001

INSURER A : ZURICH AMERICAN INS. CO. - CHICAGO
INSURER B :
INSURER C :
INSURER D :
INSURER E :

COVERAGES BD

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT A			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPL			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	NOT APP.			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC929968600	03/11/2001	03/11/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION [] [] [] [] []

1106527
CITY OF SAN ANTONIO
PO BOX 839966
SAN ANTONIO TX 78283-3966

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David M. Roberts

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/13/01

PRODUCER
Summit Global Partners of
Texas, Inc.
P. O. Box 170059
Arlington, TX 76003-0059

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Pacesetter Personnel Services, Etal
P. O. Box 108
Houston, TX 77001

INSURER A: Atlantic Mutual Insurance Co.
INSURER B: Colonial Co. Mutual Ins. Co.
INSURER C: National Union Fire Insurance
INSURER D:
INSURER E:

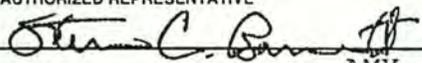
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:15000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	477404356	03/11/01	03/11/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAG0012330	04/24/01	04/24/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,005 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	<input type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	BE8711910	03/11/01	03/11/02	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder and it's officers, employees, agents and elected representatives as additional insured with regards to general liability. (ATIMA) Waiver of subrogation in favor of certifiacte holder with regards to general liability.

CERTIFICATE HOLDER
 City of San Antonio
 P.O. Box 839966
 San Antonio, TX 78283-3966

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE




Alamodome and Wolff Stadium Housekeeping and Conversion Services

Summary

Authorizing the execution of a three (3)-year contract, with two (2) one (1)-year extension options, with Go Professional Environmental Management to provide the Alamodome and Nelson W. Wolff Municipal Stadium housekeeping and conversion services, in a projected amount of \$1,088,781 for the initial three (3)-year term;

**Alamodome and Wolff Stadium
Housekeeping and Conversion
Services**

ratifying the contract with Pacesetter Personnel Service in an amount not to exceed \$172,750, and payments made to date of \$61,669.19, to provide the Alamodome and Nelson W. Wolff Municipal Stadium with temporary housekeeping and conversion services.

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**Alamodome and Wolff Stadium
Housekeeping and Conversion
Services**

Recommendation

Staff recommends approval of this ordinance.

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

Background

- Existing contract terminated by UNICCO
- Invitation for "Best Value" Bids
- Five Bids Received
- Evaluation Committee
 - Economic Development
 - Convention Facilities
 - Purchasing & General Services
 - Aviation
 - Alamodome

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

- Evaluation Criteria
 - Experience 20 pts
 - References 10 pts
 - Rates 35 pts
 - Management and Operating Plan 10 pts
 - Qualifications of Key Personnel 5 pts
 - SBEDA 20 pts
 - 100

6

Alamodome and Wolff Stadium Housekeeping and Conversion Services

- **Ranking**

– Go Professional	85
– Hospital Clean	78
– Sanitor Services	73
– We're Cleaning	64
– Cleanevent USA	61

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

- **Financial Bids-Initial Term (\$millions)**

– Go Professional	1.088
– Hospital Clean	1.338
– We're Cleaning	1.398
– Cleanevent USA	1.627
– Sanitor Services	1.719

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

- **Pacesetter Services**
 - Temporary contract awarded until process of securing permanent housekeeping contractor could be completed
 - January 16 through March 15, 2002
 - Estimated 34 events
 - New contractor mobilization

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

Policy Analysis

- **City's first "Best Value" Bid**
 - Texas Legislature amended Local Government Code allowing municipalities to utilize "best value" criteria in bid analysis.
 - Defined: The process of selecting the bid based on evaluation and analysis of all pertinent factors, including price, so that the overall combination best meets the needs of the agency.

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

Fiscal Impact

- The total estimated cost for the initial 3 -year term of the Go Professional contract is \$1,088,781. Funding for FY 2002 in the amount of \$500,099 is available in the Alamodome Department FY 2002 Operating Budget. Actual cost will vary according to event programming.
- Funding for the Pacesetter temporary contract in the amount of \$172,750 is available in the Alamodome Department FY 2002 Operating Budget

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Alamodome and Wolff Stadium Housekeeping and Conversion Services

Coordination

This item was coordinated through the Purchasing and General Services Department, Economic Development Department, and the City Attorneys Office.

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