



**NORTH EAST TEXAS WORKFORCE DEVELOPMENT BOARD  
INVITATION FOR BIDS (IFB)**

*NOTE: Prior to submitting a bid each bidder should study carefully all specifications, terms and conditions.*

1. **INTRODUCTION:**

- 1.1. The North East Texas Workforce Development Board dba Workforce Solutions Northeast Texas, (the Board) a 501 (c) 3 not-for-profit, tax exempt organization, in compliance with Texas laws SB 642 and HB 1863, is the local policy making body for the North East Texas Workforce Development Area (WDA). The Board is comprised of a 25-member board appointed by the Texas Workforce Commission. This regional, policy-making board is made up of a majority of business persons and also has representation from labor, education and economic development concerns to plan and oversee operation of the public workforce system in the 9-county local workforce area. The Board provides policy and program guidance and exercises independent oversight and evaluation of workforce development programs and services that affect area employers, residents and job seekers in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Titus, and Red River counties.

The Board is accepting bids for provision of janitorial services for its Workforce Solutions Northeast Texas Workforce Center located at 1716 Posey Lane, Sulphur Springs, Texas 75482.

- 1.2. The individual listed below may be telephoned or faxed for clarification of the IFB specifications. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the Board.

Shelly Roberts  
Procurement Specialist  
Workforce Solutions Northeast Texas  
911 North Bishop Road, Building A  
Wake Village, TX 75501  
Phone: (903) 794.9490 ext. 110  
FAX: (903) 794-4884

The individual listed below will be the contract administrator and will coordinate any appointments for inspection of premises.

Glenda Bassham  
Phone: (903) 885.7556  
FAX : (903) 439.1012

1.3. Submission Deadline: Monday, August 31, 2009, 5:00 PM, CST. **NO FAXED SUBMISSIONS OR LATE SUBMISSIONS WILL BE ACCEPTED.**

2. The order of proposal arrangement must be submitted in the following manner.
  - 2.1. Cover Sheet
    - Proposal Narrative
    - Section I. Cost
    - Attachment A: Proposer Identification
    - Attachment B: References
    - Attachment C: Texas Corporate Franchise Tax Certification
    - Attachment D: Hub Certification
    - Attachment E: Certifications
    - Attachment F: Proposer Agreement
    - Attachment G: Questions Document
  - 2.2. This contract will be issued in accordance with Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176 and rules of the General Services Commission.
  - 2.3. The Board will not be responsible for any vendor expenses relating to solicited information, bid development, or demonstrations, which may result from this procurement action. All bids and supporting material submitted become the property of the State.
  - 2.4. The Board will not consider a bid from a vendor for which the Board has had to cancel a similar contract at any Board or Workforce Center location statewide during the previous 36 month period for failure to perform in accordance with contract specifications.
  - 2.5. The Board will not pay any amounts bid and identified as insurance or taxes of any kind.
3. **OFFICE SPACE:** The SULPHUR SPRINGS WORKFORCE CENTER office has *approximately* 2,400\_sq. ft. of office space.
4. **INSPECTION:** Prior to submitting bids, bidders are encouraged to inspect the office to fully determine the size and amount of work which is required to perform this contract. Prior appointment is required to inspect this office, and should be made with the office manager listed in Paragraph 2, Section 1.2. Failure to do so will not disqualify your bid.
5. **TERM OF CONTRACT:** One (1) year beginning October 1, 2009 and ending September 30, 2010.

6. **CONTRACT RENEWAL:**

- 6.1. At the expiration of the initial contract period, this contract may be renewed **ANNUALLY** by written agreement between both parties for up to an additional three (3) one (1) year periods.
- 6.2. At the time of renewal, the price may be negotiated to allow a price adjustment subject to the following adjustment clause:

**PRICE ADJUSTMENT CLAUSE:** Renewal of this contract shall be for the original bid price; however, if the option to renew is exercised, The Board shall permit a price adjustment upwardly or downwardly after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (All items) published by the Bureau Labor Statistics (BLS), Washington D.C.

At any time during the contract, in the event of government mandated increases in minimum wages and/or federal FICA or social security tax rates, The Board may allow a proportional rate increase.

7. **CONTRACT CANCELLATION:**

- 7.1. This contract may be canceled by either party, for any reason, by giving the other party (30) days written notice of cancellation.
- 7.2. Either party, in the event of noncompliance with any provision of this contract may cancel this Contract at any time, without prior notice. Contractor, office manager or their designated contract administrator will document noncompliance issues in writing.
- 7.3. This contract is made and entered into contingent upon the continuation of funds being available to cover the full term indicated herein. This contract is subject to cancellation at any time without prior notice, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or United States Department of Labor, or otherwise made available to the using agency.
8. **PAYMENT:** Payment will be made monthly in arrears. Vendor is to address invoice and correspondence to Workforce Solutions Northeast Texas, Attn: Accounts Payable, at address indicated in Paragraph 1.2.
9. **OFFICE RELOCATION, CLOSING, CHANGES IN SQUARE FOOTAGE:** In the event the office should move to a new location, the contract can transfer to that new location, with the cost for the new location adjusted based upon the same price per square footage in effect at the time of the move.
10. **INSURANCE:** Public liability and property damage insurance in the amount of \$1,000,000 is to be carried by the contractor, and a certificate of such insurance is to be supplied to the Board within two weeks after bids have been awarded. Awarded vendor shall provide proof of Workers Compensation coverage for employers in compliance with State of Texas Statutes.

11. **GENERAL PROVISIONS:**

- 11.1. Janitorial service will be performed when the office is closed to the public so as not to interfere with normal office routine. Service designated as daily (***see SERVICES TO BE PERFORMED***) is to be performed five (5) times per week, after each working day and before the next working day and outside normal working hours. Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 11.2. Contractor will provide sufficient number of personnel, cleaning supplies, and equipment necessary to perform and meet all specifications associated with this contract. Contractor will use only rated and tested supplies suitable for the job. All equipment and supplies used are to be capable of producing first class results. All supplies will be furnished by the contractor.
- 11.3. Contractor will not be obligated to perform service on holidays that the Workforce Solutions Northeast Texas Workforce Center observes by closing its facility.
- 11.4. All employees of the contractor working in the Workforce Solutions Northeast Texas Workforce Center office will be required to sign **IN** and **OUT** on a register provided (full name, printed & written, not just initials).
- 11.5. Contractor, or its employees, will not use workforce center office equipment. Office telephone use will be restricted to emergency contact only and no calls will be placed which will incur a cost to Board. Any theft or damage to Board equipment, which is a result of carelessness and/or unauthorized use by contractor or its employees, will be the responsibility of the contractor.
- 11.6. Contractor is to notify the Center Manager of any inoperative or defective water fixtures, lights, commodes, etc., or damage to the building. Contractor will also report to the Center Manager any infestation of insects or rodents.
- 11.7. Contractor agrees that it is an independent contractor and not an employee of the Board and, as such, is responsible for the payment of all its own taxes; such as but not limited to Federal Income Tax, Social Security Tax, and Unemployment Insurance Tax. Furthermore, neither the contractor nor its employees is eligible for any fringe benefits due State employees.

12. **PREMISES SECURITY REQUIREMENTS:**

- 12.1. Contractor will **not** allow extra keys to the premises to be made without prior written approval from the Board. *Upon termination of this contract, all keys must be returned to the Board immediately. Failure to do so will delay contractor's final payment.* In the event employees of the contractor should lose keys to any office, and NETxWDB is required to change any or all locks, contractor will be responsible to pay for the installation or re-keying of locks and sufficient quantity of duplicate keys for all staff that have been issued keys.
- 12.2. Contractor, or its employees, will ensure the Workforce Solutions Northeast Texas Workforce Center office is secured (doors and windows locked) when leaving the premises.
- 12.3. Contractor, or its employees, will not permit loitering on the premises by any unauthorized person or persons while the service is being performed, and only the contractor and/or its employees actually performing the service are permitted on the premises.

13. **INDEMNIFICATION:** The contractor shall defend, indemnify, and hold harmless the Board, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
14. **CONTRACT ADMINISTRATION:**
  - 14.1. The center manager or their designated contract administrator will monitor the performance of this contract. Any non-compliance issues will be documented in writing and presented to contractor. It is very important that all duties be performed as stated. Failure to do so may result in cancellation of this contract.
  - 14.2. The Contact Administrator may make temporary changes in the assignments, task, task frequencies or methods if such changes do not require additional equipment, chemicals, supplies or man-hours. Such changes shall not be considered modifications of the Contract and shall not affect the amount of payment to the Contractor.
  - 14.3. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of chemicals, supplies, tools, equipment furnished, and work performed, and as to the manner of performance and rate of progress of the work.
15. *Task performance standards definitions and definitions of terms and standards to be used in evaluating custodial services can be found on Pages 5-10.*
16. **SERVICES TO BE PERFORMED - This applies to all areas - entrance, corridors, foyers, lobbies, stairs, elevators (if applicable)**
  - 16.1. **DAILY MINIMUM REQUIREMENTS**
    - Entrance doors and glass cleaned, inside and outside.
    - Clean entrance mats. Sweep inside and outside entrance area.
    - All tile floors are to be swept with electric broom or other dust-free method.
    - All tile floors are to be kept free of spills or build up of any substance (solid or liquid-which could cause an accident) by wet mopping, sweeping and/or vacuuming.
    - All carpeted floors to be vacuumed.
    - Spot clean carpet and upholstered chairs as needed.
    - All restroom/break room floors to be wet mopped and rinsed with disinfectant daily.
    - Restroom wash basins, commode seats, commodes, and urinals to be cleaned and disinfected daily.
    - Restroom mirrors, bright metal, to be cleaned and polished.
    - Break room: Inside, top and sides of sink(s), **tops** of stove, cabinets and tables to be cleaned and disinfected.
    - Break room: outside of refrigerator, coke machine, and chairs to be damp wiped.
    - All wastebaskets to be emptied and plastic liner for each waste basket and/or trash receptacle to be changed daily.
    - All wastebaskets to be spot cleaned as needed.
    - Drinking fountains to be cleaned and disinfected. Cup dispenser refilled.
    - Paper towels, toilet tissue and hand soap to be replenished in **all** dispensers by Contractor.

- Paper cup dispensers (if installed) to be refilled with stock furnished by the Contractor.
- All trash to be removed from the building and placed in garbage bin outside of the building.
- Contractor to maintain appearance of sidewalks, entrance areas, parking lot and curbs and remove by sweeping and/or picking up cans, paper, cigarette butts and other litter.
- Contractor to shovel snow from sidewalks and entrance areas. Apply ice melt to maintain safe conditions.
- Align all chairs in waiting area.
- Notify center manager of any lighting fixtures which are not working properly.

**16.2 WEEKLY MINIMUM REQUIREMENTS**

- All tile floors are to be wet mopped.
- File cabinets' tops to be dusted.
- All sides and legs of desks or work surfaces to be dusted.
- Area under all desks to be cleaned by vacuum, dust mop or broom.
- Locker tops (if in place) to be cleaned.
- Acoustical screen (free-standing) feet and tops to be dusted.
- Restroom walls and partitions (stalls) to be cleaned and disinfected.
- Doors, woodwork and wall areas around switch plates to be spot washed for dirt buildup and/or handprints or more frequently as needed.
- Walls and baseboards are to be spot cleaned and kept free from dirt, ink or pencil marks, dust and dingy spots.

❖ **MODULAR FURNITURE**

- ❖ Dust top rails of each cubicle.
- ❖ Dust all attached work surfaces as determined by Workforce Solutions Center Manager. Contractor will not be responsible for moving personal items, paperwork or desktop organizers/supplies.
- ❖ Vacuum under cubicle work surfaces. Contractor will not be responsible for moving personal files or items.

**16.3 MONTHLY MINIMUM REQUIREMENTS**

- All floors are to be spot waxed and buffed (as needed or at request of contract administrator). Contractor will use only floor waxes, which are UL approved and classified as “anti-skid” or “anti-slip.”
- All office and upholstered chairs to be dusted and vacuumed of lint, including pedestals.
- Acoustical screens to be vacuumed and spot cleaned more frequently as needed.
- High ledges, tops of doors and window frames, vents and grills to be dusted or vacuumed.
- Light fixtures to be dusted or vacuumed.
- Blinds (if installed in the office) to be dusted or vacuumed.
- All outside windows to be cleaned.

**16.4 QUARTERLY MINIMUM REQUIREMENTS**

- Blinds (if installed in the office) to be damp cleaned.

- Inside windows to be cleaned.

#### 16.5 **SEMI-ANNUALLY MINIMUM REQUIREMENTS**

- Light diffusers to be vacuumed.
- All floors are to be stripped and two (2) coats of wax reapplied with UL approved floor wax classified as “anti-skid” or “anti-slip” (schedule to be determined by Workforce Solutions center manager).
- Carpet to be steam cleaned at request and schedule of Workforce Solutions Center Manager.

16.6 Contractor will provide the Workforce Solutions Center Manager with a weekly, written performance report detailing the services actually performed during that week's period.

#### 16.7 **SUPPLIES**

- ❖ The Board will supply all light bulbs and fluorescent lamps.
- ❖ All other supplies and equipment necessary to perform the minimum requirements of this contract to be provided by contractor.
- ❖ —

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### 17. **TASKS PERFORMANCE STANDARDS**

- a) Sweeping: Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods as appropriate for the location and situation.

Standard: When properly completed a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt, etc. will be returned to their original location.

- b) Wet Mopping: Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed a wet mopped floor will be free of all dirt, soil, liquids or other foreign material. It will present a uniform appearance free of streaks smudges, heel-marks or any other marks which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed or the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

- c) Machine Mopping: Machine mopping is defined as the use of a mechanized scrubbing/vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed machine mopping will be held to the same quality standards as wet mopping.

- d) Damp Mopping: Damp mopping is defined as the use of cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed damp mopping will be held to the same quality standard as wet mopping.

- e) Spot Cleaning: Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, wall, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling.

Standard: When properly completed spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

- f) Stripping: Stripping is defined as the complete (as is practicable) removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.

Standard: When properly accomplished a stripped floor shall be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and shall be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures shall be removed. Removed will be considered complete when 95% of the finish has been removed when tested in accordance with para. 4.4.6 of Fed. spec. PR-20 lb.

- g) Sealing: Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer's recommendation the floor shall present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

- h) Waxing/Finishing: Waxing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish.

Standard: When applied according to the manufacturer recommendations the finish will present an even high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

- i) Spray Buffing: Spray buffing is defined as the application of a wax and water solution to a floor and buffing with a high speed buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed a spray buffed floor shall be held to the same quality as a newly waxed/finished floor.

- j) Vacuuming: Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and other foreign material from carpeted floors and other items; ex. couches, chairs, walls, curtains/drapes; which lend them to this method of cleaning.

Standard: When properly vacuumed there shall be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions.

- k) Shampooing: Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be manual or mechanized methods.

Standard: When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and shall present a clean and uniform appearance. All excess cleaning agents shall be removed from baseboards, walls, and furniture/fixtures. Any items moved during this process will be returned to their original positions.

- l) Dusting: Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

- m) Glass/Window Cleaning: Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass window, doors, partitions, or any other items which may consist in whole or part of a glass or similar material including mirrors. All chemicals or solutions used to accomplish this task must be approved by the TWC.

Standard: When properly cleaned glass objects will be free of all dirt, soil, smudges, smears or any other substances which will interfere with the passage or reflectance of light rays as may be applicable to the particular object. All excess spray/solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

- n) Trash/Waste Removal: Trash/Waste removal is defined as the collection and disposal of all materials, which have been placed into appropriate containers dedicated for disposal. This service also includes the separation of identified recyclable materials and placement into an identified recycling container.

Recycling: All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for transportation.

Standard: When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it shall be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet

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wastes the liner shall be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected. (Recyclable materials will be separated and placed into their appropriate containers).

- o) Metal Cleaning/Polishing: Metal cleaning/polishing is defined as the removal of dirt, soil, fingerprints, smudges, water marks, scale and other foreign material from material from metal surfaces and fixtures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish the metal surface will present a clean uniform appearance free from all dirt, soil, marks, smudges, scale, etc.

- p) Disinfecting: Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated, through the application of an approved disinfectant by either manual or mechanical methods.

Standard: When properly disinfected surfaces shall be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

- q) Woodwork Cleaning/Polishing: Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

- r) Dispenser Service: Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, soap, or any other dispensers which may be identified by the TWC.

Standard: When properly serviced dispensers will have an adequate (1 day) supply of dispensed product or will be identified as needing a follow-up check to insure that the dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/patients/employees to install in the dispensers.

- s) Cleaning, General: Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by the TWC.

Standard: When properly cleaned an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present clean, safe, healthful, and pleasant appearance.

- t) The preceding tasks are general in nature and are not intended to eliminate specific elements of the housekeeping routine. However, the specific elements of the housekeeping routine will be judged against the general task description and standard.

**A Bid Submitted in Response to**  
**North East Texas Workforce Development Board dba**  
**Workforce Solutions Northeast Texas**

**IFB: FY09-82**  
**JANITORIAL SERVICES FOR WORKFORCE**  
**SOLUTIONS NORTHEAST TEXAS WORKFORCE**  
**CENTER IN SULPHUR SPRINGS**

**Submitted By:**

\_\_\_\_\_  
(Full Legal Name of Proposer)

**On:**

\_\_\_\_\_  
(Date of Proposal Submission)

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**ATTACHMENT A**

**I. PROPOSER IDENTIFICATION**

Enter the Proposer firm's name and address below.

- 1. Name of Firm \_\_\_\_\_
- 2. Street Address \_\_\_\_\_
- 3. City, State & Zip Code \_\_\_\_\_
- 4. Federal ID# or Social Security Number \_\_\_\_\_
- 5. Telephone \_\_\_\_\_
- 6. Fax \_\_\_\_\_
- 7. Email \_\_\_\_\_

**II. ADDITIONAL REQUIREMENTS (If applicable)**

Ownership: Bid must include name and Social Security Number of each person with at least 10% ownership of the business entity submitting the bid.

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Name: \_\_\_\_\_ SSN: \_\_\_\_\_

5. Telephone \_\_\_\_\_

6. Fax \_\_\_\_\_

7. Email \_\_\_\_\_

5. Telephone \_\_\_\_\_

6. Fax \_\_\_\_\_

7. Email \_\_\_\_\_

## ATTACHMENT B

### REFERENCES

List of former clients for whom services similar to those in this solicitation have been performed in the last five (5) years. Failure to provide the following information at the time and date this RFP closes could affect proposer's evaluation score under the qualifications evaluation criteria.

#### **REFERENCE 1.**

Name of the firm to which the service was provided

\_\_\_\_\_

Street address of the firm to which the service was provided

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Point of Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

#### **REFERENCE 2.**

Name of the firm to which the service was provided

\_\_\_\_\_  
Street address of the firm to which the service was provided

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Point of Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

**REFERENCE 3.**

Name of the firm to which the service was provided

\_\_\_\_\_  
Street address of the firm to which the service was provided

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Point of Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

**ATTACHMENT C**

**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

*Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution to sign the contract for the corporation.*

The contractor executing this contract herein certifies that the following indicated statement is true and correct and that the contractor understands that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

\_\_\_\_\_ Not applicable. Contractor is not a corporation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise tax payments to the State of Texas.

**STATE ASSESSMENT CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

**The corporation certifies that:**

\_\_\_\_\_ The corporation is current in Unemployment Insurance Taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ The Corporation has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT D**

**HUB CERTIFICATION**

HUB Certification - Historically Underutilized Business (HUB's) shall attach a notice of certification here as Attachment D.

## **ATTACHMENT E**

### **CERTIFICATIONS**

#### **Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace; and Conflict of Interest**

##### **SECTION 1 - Lobbying**

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- 1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- 1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a

Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grant awards, sub grants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

## **SECTION 2 - Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- 2.1 Are presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- 2.2 Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
- 2.4 Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

## **SECTION 3 - Drug-Free Workplace:**

This certification is required by the Federal Regulations, implementing Sections 51515160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- 3.1 Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- 3.2 Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations

- in the workplace;
- 3.3 Providing each employee with a copy of the policy statement;
- 3.4 Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- 3.5 Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and
- 3.6 Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**SECTION 4 – Conflict of Interest**

- 4.1 Proposer affirms that no manager, employee or paid consultant of the Proposer is a member of the Policy Board, the Chair, or a manager of the Board;
- 4.2 Proposer affirms that no manager or paid consultant of the Proposer is a spouse to a member of the Policy Board, the Chair, or a manager of the Board;
- 4.3 Proposer affirms that no member of the Policy Board, the President or an employee of the Board owns or controls more than a 10 percent in the Proposer;
- 4.4 Proposer affirms that no spouse of a member of the Policy Board, Chair or employee of the Board is a manager, manager or paid consultant of the Proposer;
- 4.5 Proposer affirms that no member of the Policy Board, Chair, or employee of the Board receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
- 4.6 Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;
- 4.7 Should proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Board and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.

**SECTION 5 - Certification**

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has

been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

## ATTACHMENT F

### PROPOSER AGREEMENT

The proposer must sign this offering. By signing below, the proposer's firm agrees to provide the items and services described above and agrees to abide by all the terms and conditions as specified in this document and in any contract resulting from an award based on this Request for Proposals. Any exceptions taken to the terms and conditions as set forth in this document must be identified in detail and accompany this offering. Any exceptions not identified in detail at the time this proposal is presented will not be considered.

\_\_\_\_\_  
Signature of the person authorized to make this agreement

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Printed name of the person signing above

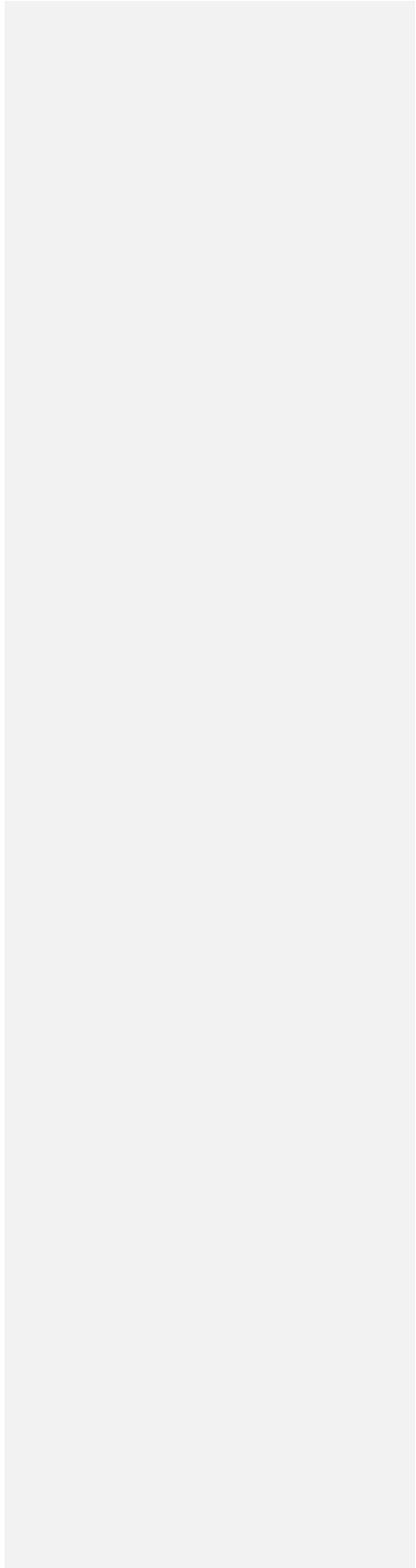
\_\_\_\_\_

Name of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address



**ATTACHMENT G  
QUESTIONS REGARDING INVITATION FOR BID**

**IFB FY09-82 JANITORIAL SERVICES FOR WORKFORCE SOLUTIONS  
NORTHEAST TEXAS WORKFORCE CENTER IN SULPHUR SPRINGS**

**QUESTION 1:**

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**QUESTION 2:**

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**QUESTION 3:**

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**QUESTION 4:**

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**SUBMITTED BY:**

**DATE:**

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