

TIBH – TWC PURCHASE ORDER/CONTRACT COVERSHEET

Contract #: 2017- JAN Pasadena

Contract Period: 9/1/2016 thru 8/31/2017

Contract Description: FY17 Janitorial Services

Contract Location: 4111 Fairmont Pkwy, Suite 104, Pasadena, TX 77504

Vendor Name: TIBH Industries, Inc

Vendor ID #: 1741976051

Corporate Address: 1011 E 53 ½ Street
Austin, TX 78752

Regional Contact: Wilford Scott

Regional Phone: 713-667-4900

Corporate Contact: Roxy Vanloo

Corporate Contact Email: rvanloo@tibh.org

Corporate Phone/FAX: 512.451.8145/ 512.450.5519

Agency Name: Texas Workforce Commission (TWC)

Agency Contact: William Gold

Agency Address: 1117 Trinity Street, Rm #316T

Contact Email: William.Gold@twc.state.tx.us

Austin, TX 78778

Agency Phone/FAX: 512.289.9473/ 512.475.3502

TWC provides this document for vendor approval. If vendor agrees to Purchase Order (PO)/contract provisions, vendor signs this form immediately on receipt and returns to TWC no later than five business days after date received. TWC will process all necessary paperwork incorporating by reference TWC PO/contract, TWC statement of work (SOW) contract solicitation # (listed above), and TWC terms and conditions. Vendor agrees to TWC PO and any possible TWC purchase order change notices (POCNs) under same terms and conditions as original PO/contract by signing this document. TWC PO/contract or POCN incorporates this signed form by reference and becomes effective on PO/POCN award date

Wilford J. Scott
Authorized Vendor Signature

WILFORD J. SCOTT
Name Printed

REGION MANAGER
Job Title

22 AUG 2016
Date

Melanie Busby
TWC Purchaser Signature

Melanie Busby
Name Printed

8/22/16
Date

INVITATION FOR BIDS (IFB)



ADDRESS - REGULAR MAIL	ADDRESS FOR HAND DELIVERIES-EXPRESS-OVERNIGHT	FAX NUMBER- (The State is not responsible for equipment failure or operator error.)
Texas Workforce Commission Procurement & HUB Services 101 East 15th Street, Room 316T Austin TX 78778-0001	Texas Workforce Commission Procurement & HUB Services 1117 Trinity Street, Room 316T Austin TX 78701	512-475-3502

3701	BID OPENING	
2017- JAN Pasadena	Date:	Time:

VENDOR NAME:	TIBH		
*DBA (If Sole Owner):			
VENDOR MAILING ADDRESS:	1011 E 53 ½ Street		
VENDOR BILLING ADDRESS: (If different from mailing)			
CITY, STATE, ZIP CODE	Austin, TX 78752		
VENDOR CONTACT PHONE NUMBER:	817-232-8881 or 817-589-0776	FAX NUMBER:	
VENDOR CONTACT E-MAIL ADDRESS:	rvanloo@tibh.org or wscott@tibh.org		
VENDOR TEXAS IDENTIFICATION NUMBER: (issued by the Texas Comptroller of Public Accounts)	[REDACTED]		
VENDOR FEDERAL EMPLOYER IDENTIFICATION NUMBER: (issued by the Internal Revenue Service)	[REDACTED]		
*If you are a Sole Owner or Individual Recipient, enter your Social Security Number:			

Check below to claim a preference under 34 TAC Rule 20.38:

- | | |
|---|---|
| <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Agricultural products grown in Texas
<input type="checkbox"/> Agricultural products offered by a Texas bidder
<input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Texas Vegetation Native to the Region
<input type="checkbox"/> USA produced supplies, materials or equipment
<input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
<input type="checkbox"/> Energy Efficient Products
<input type="checkbox"/> Rubberized asphalt paving material
<input type="checkbox"/> Recycled motor oil and lubricants
<input type="checkbox"/> Products produced at facilities located on formerly contaminated property
<input type="checkbox"/> Products and services from economically depressed or blighted areas
<input type="checkbox"/> Vendors that meet or exceed air quality standards
<input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers
<input type="checkbox"/> Foods of Higher Nutritional Value |
|---|---|

DELIVERY ADDRESS: TEXAS WORKFORCE COMMISSION 301 West 13 th Street Fort Worth, TX 76102					
LINE ITEM NO.	NIGP CLASS & ITEM	DESCRIPTION	QUANTITY	MONTHLY PRICE	ANNUAL TOTAL
1	910-39	JANITORIAL SERVICES per the attached Specifications	12 months	\$ 622.07	\$ 7,464.84

FAILURE TO SIGN WILL DISQUALIFY BID - SIGNATURE MUST BE IN INK

SIGN HERE:	SIGNATURE DATE:
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Texas Workforce Commission - IFB No. 2017-JAN Pasadena

NOTE: Vendors should carefully study all specifications, terms and conditions prior to submitting a bid.

1. **INTRODUCTION:**

- 1.1. The Texas Workforce Commission (TWC) is accepting bids for providing janitorial and outside premises maintenance services for its office located at **4111 Fairmont Pkwy, Ste 104, Pasadena, TX 77504.**
- 1.2. The individual listed below may be telephoned or faxed for clarification of this solicitation. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the TWC.

Linh Phan, Purchaser
1117 Trinity Street, Room 316T
Austin, TX 78701
Phone: (512) 463-2289
Fax: (512) 475-3502
- 1.3. The individual listed below will be the Contract Administrator and will coordinate any appointments for inspection of premises.

Name: William Gold
Phone #: (512) 289-9473
E-Mail: William.gold@twc.state.tx.us
- 1.4. This contract will be issued in accordance with Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176 and rules of the Comptroller of Public Accounts.
- 1.5. TWC 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.
- 1.6. TWC will not consider a bid from a vendor for which TWC has had to terminate a similar contract at any TWC location statewide during the previous 36-month period for failure to perform in accordance with contract specifications.

2. **OFFICE SPACE:** This TWC office has *approximately* **3,860** square feet

3. **BID CONTENT REQUIREMENTS, BID SUBMISSION, EVALUATION CRITERIA AND AWARD:**

All bids must be submitted as indicated on the Invitation for Bids F-96 no later than the Bid Opening Date and Time deadline. Bids may US mailed, or hand-delivered. Failure to submit the following will disqualify your bid:

- a completed Form F-96 Invitation for Bids to include your firm bid amount and signature

The contract awarded as a result of this IFB will be to the bidder complying with all requirements of the IFB.

4. **TERM OF CONTRACT:** September 1, 2016, or date of award, through August 31, 2017.

5. **CONTRACT RENEWAL:**

5.1. 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 four (4) one (1) year periods, ending on 08/31/2021.

5.2. 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, TWC will 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. The initial contractual period rate may be adjusted by the latest announced change in the CPI-W for the prior 12-month period, limited to a maximum of 4% increase per contract period or any amount of decrease.

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, TWC may allow a proportional rate increase.

6. **IMPLEMENTATION OF CANCELLATION:**

6.1. In the event of cancellation (see Section 10, Terms & Conditions – Attachment I), TWC shall pay the Awarded Vendor for the work satisfactorily performed up to the effective date of cancellation or reduction in the scope of work as determined by the Contract Administrator.

6.2. The Awarded Vendor shall terminate all work under the contract on the date specified in the Notice of Cancellation. The Awarded Vendor will, until such date and to the extent stated in the Notice of Cancellation,

Texas Workforce Commission - IFB No. 2017-JAN Pasadena

do such work (and be compensated only for such work) as determined by the Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment.

7. **PAYMENT:** Payment will be made monthly in arrears. **OFFICE RELOCATION, CLOSING, CHANGES IN SQUARE FOOTAGE:**
- 7.1. In the event the office should move to a new location, the contract could 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.
- 7.2. In the event the square footage of the office changes due to construction, remodeling or reduction in occupied space determined by TWC, the Awarded Vendor will be notified in writing. Payment for the reduction in cleaning space requirements will be pro-rated based on the price per square foot in effect at the time of the change. The price per square foot will be calculated by the monthly bid rate divided by the total square footage.
8. **INSURANCE:** Evidence of the required insurance as indicated below, or proof in writing reflecting that the insurance coverage has been requested must accompany all bids. Awarded Vendor must submit to TWC certified copies of policies and/or certificates evidencing such insurance within two (2) weeks after award of contract.
- 8.1. Commercial General Liability Insurance minimum requirements:
- | | |
|---------------------------|-----------------------------|
| General Aggregate | \$1,000,000 each occurrence |
| Prod/Comp. Oper Aggregate | \$1,000,000 each occurrence |
| Personal & Adv. Injury | \$1,000,000 each occurrence |
| Each Occurrence | \$1,000,000 each occurrence |
| Fire Damage | \$ 500,000 each occurrence |
- 8.2. Awarded Vendor agrees to comply with all Workers Compensation laws of the State of Texas and to maintain a Workers Compensation and Employers Liability policy. The minimum requirements for all personnel performing services are:
- | | |
|-------------------------------|-------------------------|
| Bodily Injury by Accident | \$ 100,000 per accident |
| Bodily Injury by Disease | \$ 100,000 per employee |
| And a Per Policy Aggregate of | \$1,000,000 |
- Elective exemptions or coverage's through an employee leasing arrangement will not satisfy this requirement.
- 8.3. Comprehensive Automobile Liability Insurance:
- Coverage for owned, hired, and non-owned vehicles for claims of automobile bodily injury and property damage, which may arise in the performance of the contract in the following minimum amounts:
- | | |
|---------------------------------|----------------------------|
| Per Person | \$ 500,000 |
| Bodily Injury | \$1,000,000 per occurrence |
| Property Damage | \$ 500,000 per occurrence |
| Bodily/Property Damage Combined | \$1,000,000 per occurrence |
| Policy Aggregate | \$1,000,000 |
- 8.4. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Texas and shall be in a form satisfactory to TWC. The policies shall contain a provision prohibiting cancellation except upon at least thirty- (30) days prior notice to TWC.
- 8.5. TWC will be named as an additional insured on all policies of insurance.
- 8.6. Any changes in the policies requires notification be sent to the TWC Attn: Procurement & HUB Services, 101 East 15th St., Rm. 316-T, Austin TX 78778-0001 or faxed to 512-475-3502.
9. **GENERAL CONDITIONS:**
- 9.1. Awarded Vendor will provide all personnel, cleaning supplies, and equipment necessary to perform to this contract except those items specifically identified in this IFB as being provided by the TWC. Awarded Vendor 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.
- 9.2. Awarded Vendor will provide the name and contact information of the Supervisor or designated individual to be in charge of the on-site personnel performing the services.
- 9.3. Awarded vendor will provide a list of personnel assigned to perform the services to the Contract Administrator. This list will be used by TWC to monitor the required "Sign In/Out Register". During the term of the contract, TWC should be updated with any changes in personnel.
- 9.4. The Awarded Vendor, or its employees, will not use TWC office equipment. Office telephone use will be restricted to emergency contact only and no calls will be placed which will incur a cost to TWC.

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- 9.5. Any theft or damage to TWC's equipment, which result from carelessness and/or unauthorized use by Awarded Vendor or its employees, will be the responsibility of the Awarded Vendor.
 - 9.6. Awarded Vendor is to notify the TWC of any inoperative or defective water fixtures, lights, commodes, etc., or damage to the building.
 - 9.7. Awarded Vendor is to notify the TWC any infestation of insects or rodents.
10. **PREMISES SECURITY REQUIREMENTS:**
- 10.1. Awarded Vendor will **not** allow extra keys to the premises to be made without prior written approval from the TWC. *Upon CANCELLATION of this contract, all keys must be returned to the TWC Contract Administrator immediately. Failure to do so will delay Awarded Vendor's final payment.* In the event employees of the Awarded Vendor should lose keys to any office, and TWC is required to change any or all locks, Awarded Vendor will be responsible to pay for the installation or re-keying of locks and sufficient quantity of duplicate keys for all agency staff that have been issued keys.
 - 10.2. Awarded Vendor, or its employees, will ensure the TWC office is secured (doors and windows locked) when leaving the premises.
 - 10.3. Awarded Vendor, 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 Awarded Vendor and/or its employees actually performing the service are permitted on the premises.
 - 10.4. All employees of the Awarded Vendor working in the TWC office will be required to sign **IN** and **OUT** on a register provided (full name, printed & written, not just initials).
11. **CONTRACT ADMINISTRATION:**
- 11.1. The Contract Administrator will monitor the performance of this contract. Any non-compliance issues will be documented in writing and presented to Awarded Vendor by mail, fax or e-mail. It is very important that all duties be performed as stated. Failure to do so may result in cancellation of the contract.
 - 11.2. An on-site meeting may be required, if warranted, with the Awarded Vendor and/or their designated supervisor, at the discretion of the Contract Administrator.
 - 11.3. Awarded Vendor will take immediate action to remedy all non-compliance issues in timeframe provided in written documentation and/or as documented at the on-site meeting. Failure of the Awarded Vendor to remedy the non-compliant issues in TWC's timeframe may result in the cancellation of the contract.
 - 11.4. The Contract 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 Awarded Vendor.
 - 11.5. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of chemicals, supplies, tools, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

**Texas Workforce Commission
Terms and Conditions – (04/15/2016)**

Attachment I

By responding to the solicitation or fulfilling the awarded Purchase Order (PO), the vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Workforce Commission (TWC) purchase. Only mutual written exceptions will be valid. Where a purchase is made without the Invitation for Bids (IFB); Request for Offers (RFO) or Request for Proposals (RFP) process, "IFB/RFO/RFP" equates to "Purchase Order" and "Bidder/ Offeror/Proposer" equates to "Vendor". Any specification in the solicitation that is in conflict with these standard terms and conditions takes precedence. All references to "days" shall be calendar days unless specified otherwise.

1. SOLICITATION RESPONSE REQUIREMENTS

- 1.1. **Written Specifications:** TWC will not be bound by any oral statement or representation contrary to the written specifications contained in the solicitation.
- 1.2. **Incomplete Responses:** Late, illegible, incomplete and/or unsigned responses may be deemed non-responsive and may not be considered.
- 1.3. **Freight:** Prices quoted are to include freight prepaid, F.O.B. Destination (Free on Board). Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.
- 1.4. **Firm Pricing:** Prices submitted are expected to be firm for TWC acceptance for thirty (30) days from the solicitation deadline. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts submitted will be taken if earned. Prices must remain firm for the duration of the term of the PO/contract.
- 1.5. **Ties:** In the case of tie bids, the award will be made in accordance with the preferences listed under 34 TAC Rule 20.38.
- 1.6. **Preferences:** In making an award, TWC shall apply the preferences listed at 34 Texas Administrative Code (TAC) § 20.38. For purchase or lease of computer equipment TWC shall apply a preference for manufacturers that have a computer recycling program as described in 1 TAC § 217.11.
- 1.7. **Bid Alteration/Withdrawal:** A submitted response to a solicitation cannot be altered or amended after the solicitation deadline, except by formal negotiation via the RFO/RFP processes. Any alteration made before the solicitation deadline is to be initiated by vendor or the vendor's authorized agent. Vendors are not allowed to withdraw their submitted response after the solicitation deadline without approval by TWC.
- 1.8. **Rejection of Bids:** In accordance with Texas Government Code § 2156.008, TWC reserves the right to reject a bid in which there is a material failure to comply with specification requirements. TWC may reject all bids or parts of bids if the rejection serves the state's best interest.
- 1.9. **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **Other Entities:** TWC requests that the vendor extends the same contract prices and conditions to Local Workforce Development Boards (LWDB) and Child Care Management Services (CCMS) entities contractually linked with TWC if awarded the contract.
- 1.11. **Identify All Parties:** TWC requires all business partners, equipment, support or maintenance providers who will perform under an awarded contract to be identified prior to contract award for TWC approval. Substitutions of providers shall be submitted in writing for TWC approval during the term of the agreement.
- 1.12. **No Travel:** TWC will not reimburse a vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.

2. GENERAL CONDITIONS

- 2.1. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any or all damage done by its employees, agents and subcontractors to the TWC grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the contract.
- 2.2. **Disclosure of Information:** TWC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to this procurement.
- 2.3. **Texas Public Information Act:**
 - 2.3.1. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act").
 - 2.3.2. All information submitted in response to the solicitation is subject to public disclosure pursuant to the Public Information Act. In the event of a request for information pertaining to the solicitation, TWC will comply with the provisions of the Public Information Act to protect the interests of the State of Texas. The Public Information Act allows the public to have access to information in the possession of a governmental body. Therefore, the vendor must clearly identify any confidential or proprietary information on the page on which it appears in the solicitation response and reference the specific exception to disclosure in the Public Information Act. Proprietary information identified by the vendor in advance will be kept confidential to the extent permitted by state law. Any information not clearly identified as confidential or proprietary shall be deemed to be subject to disclosure pursuant to the Public Information Act.
 - 2.3.3. All information, documentation and other material in connection with the solicitation or any resulting contract will be retained by TWC for the period specified in the Records Retention Schedule created under Texas Government Code, Chapter 441. The information will not be returned to the vendor who submitted it during the retention period time.
 - 2.3.4. Vendor is required to make any public information created or exchanged with the state pursuant to any contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TWC.
- 2.4. **Award of Contract:**
 - 2.4.1. Responding to a solicitation is an offer to contract with the State based upon the terms, conditions, and specifications contained in the solicitation. Submitted responses do not become contracts unless and until they are accepted and an award is made by TWC Procurement and Hub-Services and a PO is issued to the vendor.
 - 2.4.2. TWC reserves the right to negotiate price and terms with any and all vendors, to accept or reject all or any part of a vendor's response, waive minor technicalities, to request Best and Final Offers from all or any vendors, and make an award that represents Best Value to the agency or the State.
 - 2.4.3. Subsequent to award, TWC may, at its sole option, request the vendor to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.
 - 2.4.4. TWC reserves the right to use a third party to negotiate price related to any Information Technology solicitation or contract.
 - 2.4.5. TWC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.
- 2.5. **Vendor Assignments:** No assignment is permitted the vendor without prior written consent of TWC. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by TWC, assignment will not release vendor from its obligations pursuant to the contract.

**Texas Workforce Commission
Terms and Conditions – (04/15/2016)**

Attachment I

- 2.6. **TWC Assignments:** TWC may sub-lease or assign equipment and related services provided via the contract to other entities which contract with TWC to provide agency support or services.
- 2.7. **Indemnification:** The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of the contract. Vendor shall coordinate its defense with the Texas Attorney General as requested by TWC.
- 2.8. **Vendor Performance:** In accordance with Texas Government Code §§ 2155.074 and 2155.075, vendor performance may be used as a factor in the award.
- 2.9. **Force Majeure:** TWC may grant relief from performance of an awarded contract or PO, or extend a performance period, if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault of the vendor. If the vendor requests the relief, the burden of proof for the need of such relief shall rest upon the vendor, who must file a written request for such release or extension. If TWC grants such relief due to circumstances known by the agency, the agency must document such reasons in the contract file.
- 2.10. **Dispute Resolution Procedures:**
 - 2.10.1. **Procurement Disputes:** Any actual or prospective vendor who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to the Deputy Executive Director. Such protests must be made via certified mail and received in the appropriate Director's office within ten (10) business days from the date of the announcement of the award. The written protest must include: the number of the solicitation being protested; the grounds for the protest, including a description of any alleged acts or omissions by TWC that form the basis for the protest; any written information which the protestor believes is relevant to the award; and the basis for the protestor's interest in the procurement.

TWC will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law. TWC will provide copies of these documents upon payment of the fees adopted by TWC for record duplication. The protestor will be provided an opportunity for an informal meeting with the Director or his designee, to discuss the protest, however, TWC may limit the amount of time allocated for the meeting. The Director will issue the final written decision to the protestor.
 - 2.10.2. **Contract Disputes:** TWC follows the dispute resolution process provided for in Texas Government Code, Chapter 2260 to resolve contract disputes.
- 2.11. **Debt to the State:** Vendor agrees that any payments due under this contract will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 2.12. **Hold-Over Provision:** In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the vendor and accepted by TWC, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. The hold-over service costs shall be the pro-rated rates in effect immediately prior to such expiration. Such hold-over agreement shall not be interpreted to extend the term of the original contract. TWC may terminate such hold-over service by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.
- 2.13. **State Auditor Rights:** In accordance with Texas Government Code § 2262.003, vendor understands that acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor and the requirement to cooperate is included in any subcontract it awards.
- 2.14. **Limitation on TWC's Liability:** TWC will not be liable for any incidental, indirect, special, or consequential damages under contract, Tort, (including negligence), or other legal theory. TWC's liability to vendor under the contract will not exceed the total charges to be paid by TWC to vendor under the contract.
- 2.15. **State Ownership:** The Parties agree that TWC will own all right, title and interest in and to the work products including deliverables, source and object code and documentation developed by the vendor in connection with the contract.
 - 2.15.1 All work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of TWC for purposes of copyright law and copyright will belong solely to TWC.
 - 2.15.2 To the extent that any such work product or deliverable does not qualify as a work made for hire under applicable law, and to the extent that the deliverable or work product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, vendor agrees to assign, and hereby assigns, all right, title, and interest in and to the work products and deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to TWC.
 - 2.15.3 Vendor will assist TWC or its nominees to obtain copyrights, trademarks, or patents for all such work products or deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer to TWC all the right, title, and interest in and to such work products or deliverables. Vendor agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.
 - 2.15.4 Vendor agrees to reproduce and include TWC's copyright and other proprietary notices and product identifications provided by vendor on such copies, in whole or in part, or on any form of the work products or deliverables.
- 2.16. **License:** In accordance with 29 Code of Federal Regulations § 97.34, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to use for State or Federal purposes all materials, deliverables and work products, including software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the contract, including but not limited to those materials covered by copyright, all source and object code, instructions, files, and documentation composing the system.
- 2.17. **Most Favored Customer:** If during the term of the contract, the vendor enters into another contract with any customer for substantially similar services at prices more favorable than those provided to TWC, the contract may be amended to provide the more favorable prices to TWC.
- 2.18. **Governing Law and Venue:** The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas. Vendor agrees that proper venue for a claim arising under the contract shall be brought in a court of competent jurisdiction in Travis County, Texas.
- 2.19. **Severability:** If any provision of the contract is construed to be illegal or invalid, such provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into the contract, but all other provisions shall remain in full force and effect.
- 2.20. TWC and the vendor must adhere to the directions in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

**Texas Workforce Commission
Terms and Conditions – (04/15/2016)**

Attachment I

This Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.

- 2.21 **No Waiver:** Nothing in this contract shall be construed as a waiver of the TWC's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the TWC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TWC or the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TWC does not waive any privileges, rights, defenses, or immunities available to TWC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.
- 2.22 **Redacted Electronic Copy:** Under House Bill 3430, 80th Texas Legislature, (transferring Texas Government Code § 2177.052, to Texas Government Code, Chapter 322, and redesignating it as § 322.020) and as per the following requirements, no later than two (2) business days after vendor's receipt of notice from TWC, the vendor must deliver to TWC two (2) electronic copies of its complete proposal. Vendor shall deliver these electronic copies to TWC via overnight delivery in compliance with all of the following requirements:
- 2.22.1 Two (2) compact discs (CDs), each containing a copy of vendor's response to solicitation, in searchable Portable Document Format (PDF) format, which has excised, blacked out, or otherwise redacted information from its solicitation response that vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of vendor's solicitation response, such as social security numbers). Each CD shall also contain an Appendix for vendor's solicitation response which provides a cross reference for the location of all information redacted by vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Vendor]'s Proposal and Exhibits. Texas Workforce Commission's RFP/RFO/IFB solicitation No. ____."
- 2.22.2 Per Texas Government Code § 322.020, the Texas Legislative Budget Board (LBB) has now implemented a major contracts database.
- 2.22.3 TWC shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. By submitting a response to this solicitation, vendors acknowledge that they understand and accept this requirement. See the LBB website at <http://www.lbb.state.tx.us/>.
- 2.22.4 **American Recovery and Reinvestment Act (ARRA or the Recovery Act)**
- a) Buy American Requirements for Construction Material prohibits the use of funds appropriated for the Recovery Act for any project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- b) Whistleblower Protection: Pursuant to Section 1553 of the American Recovery and Reinvestment Act, vendors shall promptly refer to the U.S. Department of Labor, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- 2.23 **Background Check:** Vendors must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at vendor expense. Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award. TWC will not issue a Purchase Order until the criminal background check has been completed and passed.
- 2.24 **Privacy:** Vendor who has access to sensitive personally identifiable information ("Sensitive PII"), including anyone who views contracts, collects, uses, maintains, stores or destroys Sensitive PII of TWC employees, job seekers, employers, customers or partners, must safeguard that information.
- 2.24.1 Sensitive PII is anything that alone or in combination with available information can identify an individual, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience or unfairness to an individual.
- 2.24.2 Awarded vendor must have a Non-Disclosure Agreement (NDA) on file with TWC prior to handling Sensitive PII.
- 2.24.3 In order to safeguard Sensitive PII, Awarded vendor must:
- 2.24.3.1 Collect Sensitive PII only as authorized.
- 2.24.3.2 Limit the use of Sensitive PII.
- 2.24.3.3 Minimize the proliferation of Sensitive PII.
- 2.24.3.4 Secure Sensitive PII both physically and in electronic form.
- 2.24.3.5 Report suspected privacy incidents within twenty four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at CISO@twc.state.tx.us.
- 2.24.4 Awarded Vendor will not transmit Sensitive PII via email or store on CDs, DVDs, thumb drives and the like without prior review and encryption protocol approved by TWC.
- 2.24.5 Failure to follow these requirements may constitute a breach of contract.
- 2.25 **Change in Law:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

3. REQUIRED CERTIFICATIONS

By responding to this solicitation and accepting the award of a contract or purchase order, vendor certifies to the following:

- 3.1. **All Terms and Conditions Met:** that all terms and conditions listed in the solicitation will be met.
- 3.2. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of:
- 3.2.1. All persons employed to perform duties within Texas, during the term of the Contract; and
- 3.2.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
- 3.2.3. The Contractor shall provide, upon request of TWC, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen

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containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

- 3.2.4. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TWC and at no fault to TWC, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that TWC must undertake to replace the terminated Contract.**
- 3.3. **Inducements:** that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted solicitation response
- 3.4. **Lobbying:** that no funds provided under the contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.
- 3.5. **Not Ineligible:** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 3.6. **Non-Discrimination:** The vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. § 794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act § 3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); the Equal Opportunity Clause (Executive Order 11246) for any purchase in excess of \$10,000; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each..
- 3.7. **Drug-Free Workplace:** The vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 3.8. **Franchise Tax:** The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Article 2.45, Texas Business Corporation Act.
- 3.9. **Child Support:** The vendor is not ineligible to receive the specified grant, loan, or payment under Section 231.006 of the Texas Family Code (relating to child support) and acknowledges that the contract may be terminated and payment may be withheld if certification is inaccurate.
- 3.10. **Certain Bids and Contracts Prohibited:** Under Texas Government Code § 2155.004, vendor certifies that the individual or business entity named in the solicitation response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
- 3.11. **Fair Business Practices:** The vendor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The vendor further affirms that no officer of the vendor has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
- 3.12. **Antitrust:** Neither the vendor or the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for same, has violated State antitrust laws or the Federal Antitrust Laws.
- 3.13. **No Compensation:** The vendor has not received compensation for participation in the preparation of the solicitation. This section does not prohibit a vendor or contract participant from providing free technical assistance.
- 3.14. **Conflict of Interest:** Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for contract termination.
- 3.15. **No Collusion:** Vendor has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 3.16. **Prohibition on Certain Bids and Contracts related to Disasters and Hurricanes Katrina and Rita:** Under Texas Government Code § 2155.006, the vendor certifies that the individual or business entity named in response to this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 3.17. **Independent Contractor:** Vendor or vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this solicitation. Vendor and vendor's employees, representatives, agents and any subcontractors shall not be employees of TWC. Should vendor subcontract any of the services required in this solicitation, vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC is in no manner liable to any subcontractor(s) of vendor. In no event shall this provision relieve vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation and any resulting contract.
- 3.18. **Workers' Compensation Insurance.** Vendor shall provide a Certificate of Insurance showing that a temporary employment service maintains a policy of workers' compensation insurance for all employees of the temporary employment service assigned to TWC.
- 3.19. **Felony Criminal Convictions:** Vendor represents and warrants that vendor has not and vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, vendor has fully advised TWC as to the facts and circumstances surrounding the conviction.
- 3.20. **Executive:** Vendor certifies they are in compliance with Texas Government Code § 669.003, relating to contracting with the executive head of a State agency. If applicable, vendor will complete the following for TWC evaluation:
Former Executive
Name: _____
State Agency Name: _____
Date Separated from Agency: _____
Position with vendor: _____
Date employed with vendor: _____
- 3.21. **Texas Bidder Affirmation Clause:** By submitting a response to this solicitation, vendor certifies that if a Texas address is shown as the address of the vendor, vendor qualifies as a Texas Bidder as defined in 34 TAC § 20.32(68).
- 3.22. Vendor agrees to comply with Texas Government Code § 2155.4441, pertaining to purchasing products and materials produced in the State of Texas.
- 3.23. Pursuant to Texas Family Code § 231.006 (c), vendor must provide the name and Social Security Number (SSN) of each person with at least 25% ownership of the business. This information must be provided prior to contract award.

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SSN: _____
Name: _____
SSN: _____
Name: _____
SSN: _____
Name: _____
SSN: _____
Name: _____

4. SPECIFICATIONS

- 4.1. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Submitted responses containing other brands that are functionally equivalent will be considered unless TWC has advertised the solicitation as proprietary under Texas Government Code § 2155.067. If vendor takes an exception to the solicitation's specifications and vendor's response contains equivalent product, vendor is required to include additional information such as manufacturer, brand or trade name, illustrations, and specifications for the equivalent product as part of their response to the solicitation. If vendor takes no exception to the specifications, the vendor must furnish the item(s) as specified in the solicitation.
- 4.2. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.
- 4.3. **No Substitutions:** Vendor will not make any substitution to the specifications of any solicitation or PO, unless the substitution is (1) proposed to TWC in writing by the vendor, and (2) supported by the expressed written prior approval of TWC.
- 4.4. **Replacement Parts Available:** The vendor, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five (5) calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.
- 4.5. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 4.6. Vendor guarantees product offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.

5. DELIVERY

- 5.1. Vendor is to show the number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates vendor to complete delivery within fourteen (14) days. Unrealistically short or long delivery promises may cause vendor's response to be disregarded. Consistent failure to meet delivery promises will be grounds for termination of the contract.
- 5.2. If delay is foreseen, vendor shall give written notice to TWC who reserves the right to extend delivery date if reasons appear valid. Vendor must keep TWC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWC to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. Any damages incurred by TWC as a result of the default may also be assessed to the defaulting vendor.
- 5.3. Delivery shall be made on State business days between 8:00 am and 5:00 pm, unless prior approval has been obtained from TWC.

6. VALIDATION, INSPECTION & TESTS

- 6.1. Vendor agrees to provide TWC with information necessary to validate any statements made in the vendor's solicitation response, if requested by TWC. This may include, but is not limited to, allowing access for on-site observation, granting permission for TWC to verify information with third parties, allowing inspection of vendor's records, and allowing inspection of plans for compliance.
- 6.2. All goods will be subject to inspection and test by TWC to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at TWC's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.

7. INVOICING INSTRUCTIONS

- 7.1. Invoices must be submitted to TWC according to the instructions on the PO to the named individual and the address indicated on the PO. Invoice must show TWC as the receiving agency.
- 7.2. Submit invoice in duplicate. Upon request, one copy will be returned when making payment.
- 7.3. Invoices must include the name and address of vendor, which must be identical to the information stated on the PO.
- 7.4. The TWC PO number and date of the PO must be shown on all invoice copies.
- 7.5. Invoice must have description of each item. Item numbers must be shown to correspond with the item numbers on the PO.
- 7.6. Quantity and date delivered, unit of measure specified and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown.
- 7.7. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice.
- 7.8. Trade-in values must be stated on the invoice.

8. PAYMENT

- 8.1. TWC will incur no penalty for late payment if payment is made within thirty (30) days of acceptance of goods or services, or within thirty (30) days of receipt of an uncontested invoice submitted according to the instructions on the PO, whichever comes last.
- 8.2. In no event shall use of the product by TWC, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by TWC.
- 8.3. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by TWC.

9. PATENT INFRINGEMENT

- 9.1. Vendor must defend, at its expense, any action brought against TWC that is based on a claim that goods supplied by the vendor, or the use of such goods, infringes a United States patent, copyright or trade secret.

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- 9.2. Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, copyright or trade secret, TWC may require the vendor to procure for TWC the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.
- 9.3. Vendor agrees that for the exclusive use by TWC for State business, TWC is free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of the contract.

10. TERMINATION PROVISIONS

- 10.1. TWC reserves the right to immediately terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty for breach of contract by the vendor.
- 10.2. TWC reserves the right to terminate for convenience any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty upon TWC within thirty (30) days written notice, including but not limited to the following reasons:
 - 10.2.1. Failure to obtain or sustain funding from either Federal or State funding sources.
 - 10.2.2. Amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary.
- 10.3. In the event of termination of the contract due to lack of funding or for the convenience of TWC, an equitable settlement will be made based on the respective interests of the parties as of the date of termination.
- 10.4. TWC expressly reserves any and all legal remedies to which it may be entitled to collect related to any and all damages directly or indirectly resulting from breach of contract, by the vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf the vendor.
- 10.5. TWC shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the vendor shall transfer title and deliver to the TWC any partially completed work products, deliverables, source and object code, or documentation that the vendor has produced or acquired in the performance of the contract.

11. INFORMATION TECHNOLOGY (IT) PURCHASES:

- 11.1. During the term of the contract, the vendor must notify TWC whenever an engineering change is made that may affect TWC's use of the product. It will be the sole option of TWC to accept the change.
 - 11.2. Vendor represents that the product and all its elements, including, but not limited to, documentation and source code, meet the standards issued by the American National Standards Institute.
 - 11.3. Vendor agrees that TWC owns the source code to any jointly-developed application(s) resulting from the contract.
 - 11.4 As required by 1 TAC, Chapter 213:
 - 11.4.1 Effective September 1, 2006 State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 11.4.2 Vendor shall provide TWC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d)), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
 - 11.4.3 TWC will use either VPAT or the Buy Accessible Wizard to assess the degree of accessibility of a proposed product when making the procurement decision.
 - 11.5 Vendor shall follow Web Content and Accessibility Guidelines. (WCAG 2.0) as applicable for new websites, applications or redesigns.
 - 11.6 Texas Health and Safety Compliance
 - 11.6.1 Vendor hereby certifies its compliance with Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC, Chapter 328.
 - 11.6.2 Failure of a vendor to provide this certification shall render the vendor ineligible to participate in the bidding process. TWC shall reject the related bid and not evaluate it.
 - 11.7 Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC, Chapter 202.
 - 11.8 As required by 1 TAC § 217.12, vendors of network hardware or software, as applicable, procured or leased by a state agency must certify that the network hardware or software has undergone independent certification testing for known and relevant vulnerabilities in accordance with Section 2059.060 of the Texas Government Code. When the TWC Executive Director or his or her designated representative(s) determines that it is in the best interests of the agency to proceed with a purchase or lease of network hardware or software, he or she will grant an exemption to the required certification. Each exemption will provide a justification for the exemption, including relevant cost avoidance, reduction of undue burden, the intended usage or risk assessment of potential vulnerabilities.
- 12. ***NOTE TO VENDORS: Any terms and conditions attached to a vendor's solicitation response will not be considered unless the vendor specifically refers to them on the face of the first page of their response.**
- 12 ***WARNING: Such terms and conditions may result in disqualification of the submitted vendor's response. (e.g. responses with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)**

**Texas Workforce Commission – Invitation for Bids No. 2017-JAN Pasadena
Holidays Attachment II**

Holiday	Agency Status
Labor Day	All agencies closed
<i>Rosh Hashanah</i>	
<i>Rosh Hashanah</i>	
<i>Yom Kippur</i>	<i>Optional Holiday</i>
Veteran's Day	All agencies closed
Thanksgiving Day	All agencies closed
Day after Thanksgiving	All agencies closed
Christmas Eve Day	
Christmas Day	
Day after Christmas	All agencies closed
New Year's Day	
Martin Luther King, Jr. Day	All agencies closed
Confederate Heroes' Day	Skeleton crew required
Presidents' Day	All agencies closed
Texas Independence Day	Skeleton crew required
<i>Cesar Chavez Day</i>	<i>Optional Holiday</i>
<i>Good Friday</i>	<i>Optional Holiday</i>
San Jacinto Day	
Memorial Day	All agencies closed
Emancipation Day	Skeleton crew required
Independence Day	All agencies closed
LBJ's Birthday	Skeleton crew required

**Texas Workforce Commission – Invitation for Bids No. 2017-JAN Pasadena
Scope of Work Attachment III**

1. DETAILED SPECIFICATIONS OF SERVICE

1.1. Description of Contract:

Clean and maintain building (s) as designated, including building perimeters. Respondent shall furnish all labor, supervision, equipment, cleaning supplies, and any other materials required to maintain a clean, sanitary and safe environment in the buildings listed in this IFB. Cleaning will consist of all areas in the buildings as stated in the IFB. Drawings of each building, inclusive of square footage, may be distributed at the pre-proposal conference, if one is held. Respondent shall be responsible for supervision, clean up and disposal, and must have all applicable permits, licenses, and insurance stated in Insurance and Indemnification.

1.2. Day Porter:

The day porter shall be required to provide janitorial support activities to include, but not limited to, the ongoing cleanup of miscellaneous spills/debris, policing and stocking of restrooms daily, checking and emptying as necessary all public wastebaskets/trash receptacles, general cleaning of public areas.

The day porter shall also complete tasks assigned by the Manager or his designee. These tasks include any part or the entire task outlined in this IFB. The day porter may also be used to perform setups, takedowns and cleanup activities for special functions/events. This shall require each worker to be able to move table, chairs and other property. The day porter shall be able to lift up to 50 pounds. The day porter must be able to speak the English language.

The day porter requirements are above and beyond the requirements to be completed during the general cleaning performed after hours of operation. The cost for this service is to be included in the monthly cost if not requested separately.

1.3. Trash and Recycling:

All trash and recycling shall be removed from all areas including but not limited to offices, conference rooms, lobby/reception areas, break rooms, copier/printer areas and removed from building to outside receptacles.

1.4. Special or Emergency Cleaning:

When directed by the Manager by written order to clean any area required for a special occasion, or made necessary by an emergency or mishap at any of the locations listed in this IFB, the Contractor shall furnish all labor and supervision as required to fill the order.

Work tasks would include all requirements listed on this IFB, Plus any additional requirements as required by the Contract Manger.

This is the fee per hour that janitorial service contractor will charge for providing emergency service(s) in the event of an emergency janitorial need. An emergency janitorial request is any service specified within the scope of work needed before 5:30 pm on normal workdays for offices who may not have day-porter services. Emergency requests for janitorial service(s) will be acknowledged with 2 hours from time of request and requested janitorial service will be provided with 4 hours of request. Chargeable time will begin when the janitorial staff arrives at the building(s) and ends when the requested service is completed. Travel time will not be charged. Janitorial service CONTRACTOR will maintain an emergency contact number with TWC staff.

Vendor shall provide a Primary and Secondary Point of Contact to include the Name and Phone number for 24 hour on call service to meet an emergency requirement Please Print:

Primary Name: _____ Phone: _____ Cell: _____

Secondary Name: _____ Phone: _____ Cell: _____

1.1. Exterior Cleaning:

This service shall include the following:

- Emptying of trash bins
- Maintaining grounds within 25 feet of the facility to include trash debris and trash removal

Texas Workforce Commission – Invitation for Bids No. 2017-JAN Pasadena Scope of Work Attachment III

- Emptying outdoor ashtrays

1.2. Hours of Service:

Respondent is responsible for not interfering with normal flow of business. The janitor typically should be the last one in the facility and will ensure that the building is locked and secure before they leave. All lighting, except for security lighting, should be turned off prior to the janitor leaving the building.

Work schedules will be established to meet the daily demands based on the work schedule of the building occupants. Contractor will be given a one-week notice of changes in hours that may necessitate changes in daily demand. A schedule of hours/days for each building will be mutually agreed upon with the successful contractor.

In the event the contractor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours required by this contract.

The tasks and frequencies listed (Task Lists, definitions and frequency) are meant to serve as the minimum criteria for services provided, and may or may not be sufficient to present a consistent clean appearance. As the intent of this contract is to ensure a clean working environment, appearances and functions as outlined will be used to evaluate contract performance. It is not represented that the list of services required is a complete list of the tasks to be performed, but it is understood that all items not listed, but required to properly clean and maintain the buildings in this IFB at a high standard of cleanliness, shall be included as though enumerated in detail.

Extra Work: Work not considered to be routine, not done on a regular schedule and not considered elsewhere in this document, shall be considered extra work. This type of work may only be done at the request of the Department. Extra work and project cleaning shall be performed at the hourly rate quoted by the Contractor. The Department, in consultation with the Contractor, will determine the number of hours and the schedule required to accomplish the requested tasks. This could include but is not limited to emergency cleaning, construction cleanup, additional day porter hours, etc.

1.3. Minimum Staffing Requirements:

- Respondent must designate the number and provide specific staffing count for use at the facility. If multiple staffing levels are utilized as at a facility, the respondent must provide the number of staff at each level, such as: number of staff at base pay, number of staff at lead employee pay, etc. See attachment A.

1.4. Quality Assurance: TWC shall periodically communicate with the respondent via telephone, email, and on site visits to address questions, concerns or progress.

1.5. Keys: The respondent is responsible for all keys received. Loss of keys to the facility will result in the respondent paying all cost to re-key exterior locks or replace exterior locks as deemed appropriate by TWC. Additionally, the respondent will provide the appropriate number of keys to replace the normal key distribution for the facility (per TWC key logs).

1.6. End-of-shift (lights, lock-up, etc.): At the end of the shift the awarded respondent will turn off all lights (except security lights), lock and secure the building after last janitorial employee exits the building.

1.7. Security System: If there is a security system in the building, the respondent is responsible for disarming the alarm when arriving (if system is armed) and resetting the alarm to arm the system once all employees are out of the building. Security alarm codes should not be disclosed nor shared. If false alarms are caused by the respondent or his staff, respondent will be responsible for all charges per call.

1.8. The Contractor shall provide all labor and equipment necessary to perform/accomplish the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Contractor's employees will be allowed on state property during working hours unless they are bona fide employees of the Contractor.

1.9. The contractor shall provide names of all personnel that will be responsible for maintaining the facility. This includes all staff, supervisors and proprietors.

SERVICE REQUIREMENTS

1. **DAILY SERVICES:** The vendor shall perform the following services on a daily basis or as designated on the solicitation:

- 1.1. Empty all trash receptacles inside and outside of the building, to include, but not be limited to offices, conference rooms, break rooms, restrooms including the sanitary napkin receptacles in the ladies/unisex restrooms and cigarette urns outside of the building. Clean and sanitize the trash receptacles and sanitary napkin receptacles as needed. Replace receptacle liners. Empty refuse in the trash dumpster(s) located on the TWC complex.

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- 1.2. Empty all recycling receptacles to include, but not be limited to those in the break room, offices, halls and other common areas and dispose of the recyclable materials in the recycling dumpster located on the TWC complex if applicable.
- 1.3. Clean, sanitize, disinfect and polish drinking fountains.
- 1.4. Spot clean doors, door handles, light switches, reception & entrance area glass, including door glass, to remove dirt, fingerprints, smudges, etc.
- 1.5. Vacuum all fabric sofas and chairs, including under and around cushions.
- 1.6. Wipe down all vinyl, wood or leather sofas and chairs, including under and around cushions.
- 1.7. Dust or wipe all horizontal surfaces including window sills, door sashes, ledges, blinds, moldings, base boards, picture frames on walls and air vents, grilles, or registers.
- 1.8. Clean glass with an approved glass cleaner. Personal pictures and glass are not to be moved or cleaned.
- 1.9. Clean and dust all walls and doors as necessary to remove dirt, fingerprints and cobwebs. Walls and doors shall be cleaned with a damp cloth and an approved cleaning agent, as needed.
- 1.10. Sweep or dust mop all uncarpeted flooring to include, but not limited to corners, behind doors, under desks, tables and chairs to remove dust, dirt, dead insects, lint, and other debris.
- 1.11. Remove any asphalt or tar on floors, both uncarpeted and carpeted flooring, with an approved cleaning agent.
- 1.12. Damp-mop with water, cleansing agent and disinfectant all hard-surfaced floors to remove all stains, dust, grit, grime and dirt not removed by sweeping or dust mopping. The mop shall be rinsed regularly in a bucket of hot water in order to keep mop clean during mopping. Any and all floor mats will be removed from area to be damp-mopped and replace when floor has dried. Chairs shall be stacked on tables or removed from the area as needed and returned to original positions upon completion of the service.
- 1.13. Spot clean all stains/spills followed by vacuuming of all carpeted floors, including corners, behind doors, under desks and tables, entryway mats and all other mats. Chairs shall be stacked on tables as needed and returned to original positions upon completion of the service.
- 1.14. Sweep outside entrance areas, walk ways adjacent to building, porches, breeze ways and steps to 25 feet past building perimeter.
- 1.15. Clean and restock all dispensers including replenishing batteries with the exception of hand sanitizer dispensers.
- 1.16. Clean hardware and railings.
- 1.17. RESTROOMS
 - 1.17.1. Using an anti- bacterial cleanser, clean and disinfect all fixtures, including, but not limited to faucets, countertops, sinks, commodes, urinals, toilet seats, light switches, walls, partitions, doors and door handles and baby changing stations.
 - 1.17.2. Polish faucets, sinks and other chrome or stainless steel fixtures and hardware.
 - 1.17.3. Replenish paper towels, toilet tissue, disposable toilet seat covers, soap, air freshener dispensers, and urinal deodorizers.
 - 1.17.4. Clean and disinfect mirrors with an approved glass cleaner to remove fingerprints and smudges leaving the mirrors streak free upon completion of cleaning.
- 1.18. BREAK ROOMS
 - 1.18.1. Clean and disinfect sinks, faucets, countertops, backsplash, outside of kitchen appliances, inside and outside of microwave, and the refrigerator's exterior doors, top, sides, and handles.
 - 1.18.2. Clean and disinfect tables and chairs. This shall include tabletops, seats and backs of chairs, chair legs, table pedestal bases, and/or table legs.
 - 1.18.3. Clean and disinfect outside of cabinets, to include, but not limited to the face of cabinet doors and drawers.
 - 1.18.4. Clean walls around and behind trashcans in break rooms.
 - 1.18.5. Replenish paper towel, air freshener, and soap dispensers.
 - 1.18.6. Polish faucets, sinks and other chrome or stainless steel appliances and objects including vending machine's top, sides and front.
2. **WEEKLY SERVICES:** The vendor shall perform the following services on a weekly basis or as designated on the solicitation:
 - 2.1. Pour at least one gallon of water down each and all floor drains.
 - 2.2. Clean light fixtures, both inside and outside of the building, by opening the fixture's cover and cleaning the inside cover, removing insects and any other debris. This also includes removing any water and/or other stains, (this may require use of a ladder).
 - 2.3. Buff all hard-surfaced floors as follows:
 - 2.3.1. Buff floors between Friday 6:00PM and Monday 6:00 AM, or more if requested by the designated TWC representative.
 - 2.3.2. Any and all floor mats will be removed from area to be spray buffed.
 - 2.3.3. Stack chairs on tables or remove the chairs and tables from the area as needed, returning chairs and tables to the original positions upon completion of the service.

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2.3.4. Damp mop to remove all dust and debris after the floor buffing has been completed. Floor mats removed for area to be spray buffed and damp mopped will be replaced after floor has dried.

3. **MONTHLY SERVICES:** The vendor shall perform the following services on a monthly basis or as designated on the solicitation:
- 3.1. Dust and spot clean window blinds using an approved cleaning agent.
 - 3.2. Dust and spot clean ceiling fans using an approved cleaning agent.
 - 3.3. Dust all furniture shall include tabletops, seats and backs of chairs, chair legs, table pedestal bases, and/or table legs., desks, filing cabinets, book cases, shelves, display items, picture frames, coat racks and clocks. Contents and paperwork on desktops, tables, drafting tables and filing cabinets shall not be disturbed. Do not dust personal pictures or personal items.
 - 3.4. Dust ceilings/walls to remove cobwebs, dusting both inside and outside of the building.
 - 3.5. High dust and clean all HVAC vents/grills exhaust fans, and ceiling fans.
 - 3.6. Interior windows should be cleaned with an approved glass cleaning solvent to remove dirt, grime and fingerprints during the first six business days of every month. Windows shall be free of water spots, water stains and streaks when service has been completed.
4. **QUARTERLY SERVICES:** The vendor shall perform the following services on a quarterly basis:
- 4.1. Windows shall be washed on the exterior side with an approved glass cleaning solvent to remove dirt, grime and fingerprints within the first six business days in September, December, March and June. Windows shall be free of water spots, water stains and streaks when service has been completed.
 - 4.2. Vacuum partitions that have a cloth-like surface and spot clean with an approved cleaning agent to remove dirt, stains or spots, if necessary.
 - 4.3. Vacuum and spot clean upholstery on chairs on a quarterly basis using an approved cleaning agent.
5. **SEMI ANNUAL SERVICES:** The vendor shall strip and wax uncarpeted floors and heavy clean/Scotch Guard carpet, rugs, and mats as follows:
- 5.1. Semi-Annual Hard-Surfaced Floor Services shall be performed after 6:00 PM on Friday and be complete prior to 6:00 AM Monday during the second weekend in October and April.
 - 5.2. Semi-Annual Carpeted Floor Services shall be performed after 6:00 PM on Friday and be complete prior to 6:00 AM Monday during the first weekend in October and April
 - 5.3. Wax shall be allowed to dry as specified by the manufacturer and shall be ready for foot traffic by 6:00 AM on Monday.
 - 5.4. Performance of this service shall be coordinated with the designated TWC representative.
 - 5.5. Removal of furniture, trash receptacles and equipment from the area being cleaned is the responsibility of the vendor and shall be coordinated with the designated TWC representative. Furnishings shall be moved to the location specified by the designated TWC representative. Furnishings that cannot be removed shall be protected and covered by the vendor's personnel to prevent damage from any source.
 - 5.6. Remove asphalt and tar using an approved cleaning product.
 - 5.7. Scrub floors using a neutral detergent and a rotary floor machine with a stripping pad or scrubbing brush or pad. For heavily soiled or scratched floors, strip the floor using the same procedure but substitute a stripping detergent with brush or pads. Check corners and behind doors to verify that the areas are clean and all wax build-up has been removed.
 - 5.8. Thoroughly rinse floors twice with clean water to remove all detergents and allow floors to dry. The vendor shall not flood the floor with rinse water, scrubbing or stripping solutions. All detergent residues shall be removed so that the new finish will properly adhere. Do not allow the detergent to dry on the floor. Allow floor to dry completely before applying a sealer. A vacuum or dry mop may be used to dry the floor or completely before sealing.
 - 5.9. Apply a thin coat of sealer with a very clean nylon or cotton wax applicator as instructed by the manufacturer after the floor has dried. Allow the sealer to dry at least two hours or as needed depending on environmental conditions.
 - 5.10. Buff the dried sealer to a high gloss using a rotary floor machine and a soft spray wax pad.
 - 5.11. Apply three thin coats of high quality floor wax after floors have been thoroughly stripped, rinsed, sealed and buffed, allowing a minimum of 30 minutes of drying time between each coat of wax applied. Use a very clean or a new lamb wool applicator, nylon, cotton wax applicator or a roller to apply each coat of wax. Follow the manufacturer's instructions for use of the wax. Permit the last coat of wax to dry completely, preferably overnight, before allowing foot traffic on the floor.
 - 5.12. Prevent foot traffic from walking on the floor for the length of time required for the wax to dry.
 - 5.13. Heavy cleaning of carpeted floors will be completed using a commercial grade carpet extractor and a TWC approved cleaning agent as requested by the TWC representative as follows:
 - 5.13.1. Coordinate moving furniture with the designated TWC representative.

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- 5.13.2. Move furniture, trash & recycling receptacles, floor mats, and equipment to the location specified by the designated TWC representative and return furniture, trash & recycling receptacles, floor mats, and equipment to its original location after carpet has dried.

- NOTE: TWC personnel will be responsible for removing and replacing personal items such as books, boxes, work supplies, etc. from the floor so vendor can successfully complete process. Any damage caused by the vendor's personnel when moving the furniture, trash receptacles and equipment or when cleaning the carpets shall be repaired or replaced by the vendor at no additional cost to TWC.

- 5.13.3. Apply an TWC approved pre-treatment solution on spots and heavy traffic areas where necessary to loosen dirt, stains, spills, asphalt and debris prior to hot water or steam cleaning carpets.

- 5.13.4. Shampoo carpets, removing stains and heavy traffic area marks using a TWC approved shampoo and stain remover.

NOTE: Re-cleaning may be necessary if existing spots or stains are still evident immediately after cleaning.

6. **AS NEEDED:** The vendor shall perform the following services as needed:

- 6.1. Steam clean modular furniture panels and cloth covered chairs, at the request of the designated TWC representative.

- 6.2. Replace batteries in all battery operated dispensers.

- 6.3. Upholstery on chairs shall be cleaned and sanitized using an approved cleaning agent.

- 6.4. DAY PORTER: The vendor shall provide a porter to be on-site Monday through Friday from 8:00 a.m. to 5:00 p.m. with lunch from 12:00 p.m. to 1:00 p.m. each day to perform the following services:

- 6.4.1. Clean all restrooms on the complex, including the emptying trash, sweeping and mopping the floors as per chart in IFB.

- 6.4.2. Cleaning all break rooms on the complex, to include cleaning the tables, emptying trash, sweeping and mopping the floors as per chart in IFB.

- 6.4.3. Any other janitorial service duties as requested by the TWC representative as per chart in IFB.

7. **DEFINITIONS:**

- 7.1. Cleaning Offices/Conference/Training/Visitation/Video Rooms consists of but not limited to the following tasks: sweep, dry/wet mop, vacuum entire floor as applicable; wiping/dusting office furniture including chairs and chair bases; emptying all garbage/trash cans including recycling bins and installing new liners. Includes wiping hand/chair rails and switch plates as applicable. All spots and/or stains shall be promptly removed by spot cleaning methods. Spot or stain removal on carpet will be done using an approved type solution that will not stain or discolor the carpet, nor produce shrinking. Spot or stain removal on wall(s) will be done using an approved type solution that will not stain or discolor the wall covering.

- 7.2. Cleaning Walls and High Dusting consists of but not limited to the following tasks: dust/vacuum all corners, ceilings, tops of doors, HVAC registers & returns, exhaust fans, ceiling fans, cove base, and walls. Cleaning all light fixtures, diffusers, and removing all debris from light fixture diffusers. Wiping down walls with all-purpose cleaner to remove marks and stains. No streaks will be left on surfaces cleaned. This includes cleaning of all equipment exterior surfaces such as but not limited to file cabinets, drink and snack machines, refrigerators, etc.

- 7.3. Cleaning Of Interior and Exterior Windows consists of but not limited to the following tasks: clean glass with glass cleaner and clean surrounding enclosure with appropriate cleaner to remove all debris, dust, cobwebs, etc. This includes any window coverings, including but not limited to, mini-blinds and/or curtains. Completion of task per outlined schedule.

- 7.4. Cleaning Restrooms consists of but not limited to the following tasks: cleaning and disinfecting all urinals, toilets, sinks, and countertops; sweeping and damp mopping entire floor; cleaning and sanitizing restroom/shower room fixtures (partitions), emptying all garbage cans and sanitary napkin receptacles and installing new liners; cleaning and restocking all tissue, hand towel, hand soap, air freshener and toilet seat covers dispensers. If floor is stained, remove stain appropriately. Clean wall/partition stains or marks within toilet enclosure. Clean mirrors, leaving them streak free. Includes wiping hand/chair rails and light switch plate covers as applicable. Clean interior and exterior of restroom/shower room entrance door(s). Pour at least one gallon of water down any and all floor drains on a weekly basis.

- 7.5. Cleaning Reception/Lobby Area consists of but not limited to the following tasks: vacuuming, sweeping and/or damp mopping entire floor; wiping/dusting furniture including chairs and chair bases; emptying all garbage cans including recycling bins and installing new liners; disinfecting all countertops. Clean, disinfect, and dry shine drinking fountains. All spots or stains shall be promptly removed by spot cleaning methods. All spots will be removed immediately with an approved cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution for such spot or stain removal will be an approved type solution that will not stain or discolor the carpet, nor produce shrinking. Interior and exterior of glass entrance/exit doors, surrounding side lights, and metalwork will be cleaned daily with appropriate cleaner. Includes wiping hand/chair rails as applicable.

- 7.6. Clean Hallways & Walkways consists of but not limited to the following tasks: vacuuming, sweeping, and/or damp mopping entire floor, emptying all garbage cans including recycling bins and installing new liners. All spots or stains shall be promptly removed by spot cleaning methods in such a manner as to not leave rings or discoloration. Carpet shampooing solution for such spot or stain removal will be an approved type solution that will not stain or discolor the

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carpet, nor produce shrinking. Clean, disinfect, and dry shine drinking fountains. Interior and exterior of glass entrance/exit doors, surrounding side lights, and metalwork will be cleaned daily with appropriate cleaner. Includes wiping hand/chair rails and switch plate covers as applicable. Sidewalks/Porches will be swept at least 25 feet beyond the building exterior line. Empty outside trash receptacles and install new liner. Empty outside cigarette urns and refill with sand as necessary.

- 7.7. Clean Break Rooms consists of but not limited to the following tasks: sweep, dry/wet mop, vacuum entire floor as applicable; cleaning furniture and appliances including interior and exterior of microwave; exterior of refrigerator, exterior of vending machines; emptying all garbage cans and installing new liners; disinfecting all countertops and sinks. All spots or stains shall be promptly removed by spot cleaning methods. All spots will be removed immediately with an approved cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution for such spot or stain removal will be an approved type solution that will not stain or discolor the carpet, nor produce shrinking. Clean, disinfect, and dry shine drinking fountains. These cleaners and/or tools, such as rags, sponges, etc., should not be the same as those used in the restroom/shower room areas.
- 7.8. Cleaning and restocking all dispensers consists of but not limited to the following tasks: disinfecting all dispensers; restocking all tissue, hand towel, hand soap, air freshener, depleted batteries, and toilet seat cover dispensers.
- 7.9. Empty & dispose of all trash consists of but not limited to the following: disposal of all trash in garbage cans, trash located by garbage cans and anything labeled “trash” (boxes, etc.); cleaning and disinfect all garbage cans, install new trash can liners. Trash will be placed in trash dumpster located on building premises. Provision and dumping of trash dumpster is the responsibility of the Contractor. If trash dumpster is full, it is the responsibility of the janitorial service to call for additional pickup no later than the next business day.
- 7.10. Buff Hard-Surfaced Floors consists of but not limited to the following tasks: dry and/or wet mop to remove stains, scuff marks, and dirt, utilizing spray buff method to avoid build-up and using buffing machine to restore shine to floor. Hard-surfaced floors that include ceramic tile and grout will be damp mopped with appropriate cleaner. Completion of task per outlined schedule.
- 7.11. Strip/Wax Hard-Surfaced Floors consists of but not limited to the following tasks: removing existing wax, build-up in corners and crevices, stains, and dirt with approved stripper according to product label and accepted industry standards. This also includes removal of any stripper on surrounding cove base and/or walls. Application of at least three coats of a high quality wax, example Johnson’s complete wax, with buffing between each coat, and avoiding build-up. Hard-surfaced floors that include ceramic tile and grout will be damp mopped with appropriate cleaner. Completion of task per outlined schedule.
- 7.12. Heavy Clean/Scotch Guard Carpet consists of but not limited to the following tasks: hot-water extraction method utilizing high quality truck mounted hot-water/steam cleaning system OR Dry Cleaning, using either HOST® or Chem-Dry® Equipment and Cleaning System of all carpeted areas, area rugs, and floor mats. Proper application of Scotch Guard® Carpet Protector will be applied as per label instructions. Carpet will be completely dried prior to foot traffic or re-installation of mats or rugs. Mats and rugs should be completely dry before re-installation. Heavy Clean method to be used will be at the discretion of the TWC Representative. Completion of task per outlined schedule.
- 7.13. Exterior Janitorial shall include removal of trash and/or debris from parking lot of facility including all walkways and sidewalks. Also includes emptying and installing new liner in exterior trash receptacles.
- 7.14. Non-routine Exterior Janitorial shall include duties outside the routine scope of work.

8. Dispensers and Supplies

- 8.1. All dispensers within the facility are assumed by the vendor to be in proper working order unless specifically noted prior to beginning of the contract’s initial period. Vendor will maintain all dispensers to be in proper working order and will replace dispensers if broken or not working properly. Any and all replaced dispensers become the property of the facility and the vendor does not retain any rights to their removal.
- 8.2. All dispensers will be stocked with supplies intended for the type and size of the dispenser that has been installed. If the vendor wishes to replace dispensers to work with the supplies the vendor normally uses, the replacement dispensers become the property of the facility and the vendor does not retain any rights to their removal.

9. MSDS, Material Data Safety Sheets

- 9.1. Provider will maintain a binder containing current MSDS information for any and all chemicals utilized for the performance of this scope of work. A MSDS will be kept in binder for any and all chemicals in use on the TWC complex. Binder will be kept in area where chemicals are located and will be available to the TWC Representative upon request.

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***Janitorial Scope of Work - Evening Services
4111 Fairmont Pkwy, Pasadena, TX
Facility Square Footage: 3,860 sq ft***

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

Clean All Offices

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust/ Wipe Office Furniture		X				
Empty Trash / Garbage Cans	X					
Spot clean carpet and hard surface floors as necessary	X					
Clean Interior of Windows			X			1 st Monday of the Month
Clean Exterior of Windows			X			1 st Monday of the Month
Polish and Buff all hard surface floors		X				1 st Monday of the Month
Strip / Wax / Buff hard surface floors				X		1 st , 4 th , 7 th , 10 th , month of contract
Steam / shampoo/ extract Carpet and any Rugs				X		1 st , 4 th , 7 th , 10 th , month of contract

Clean All Restrooms

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Clean and Disinfect Toilets and Urinals	X					
Clean and Disinfect Sinks and Countertops	X					
Clean and Sanitize Bathroom Fixtures	X					
Clean, Sanitize and Replenish All Bathroom Dispensers	X					
Wet Mop and Disinfect Restroom Floor (after sweeping)	X					
Empty Trash / Garbage Cans (including recycling bins)	X					
Check and Replace Automatic Deodorizer as necessary	X					
Spot clean carpet and hard surface floors as necessary	X					
Clean Interior of Windows			X			1 st Monday of the Month
Polish and Buff all hard surface floors			X			1 st Monday of the Month
Strip / Wax / Buff all hard surface floors				X		1 st , 4 th , 7 th , 10 th , month of contract

Clean Reception Areas and Lobby Areas

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpet and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust / Wipe Office Furniture		X				
Empty Trash / Garbage Cans (including recycling bins)	X					
Clean Interior of Windows			X			1 st Monday of the Month
Clean Exterior of Windows			X			1 st Monday of the Month
Check and Replace Automatic Deodorizer as necessary	X					
Spot clean carpet and all hard surface floors as necessary	X					
Polish and Buff all hard surface floors			X			1 st Monday of the Month
Strip / Wax / Buff all hard surface floors				X		1 st Monday of the Month
Steam / shampoo/ extract Carpet and any Rugs				X		1 st , 4 th , 7 th , 10 th , month of contract

JANITORIAL SCOPE OF WORK – EVENING SERVICES

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Janitorial Scope of Work- Evening Services-Continued

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

Clean Hallways And Walkways

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpets and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Clean Interior Of Windows			X			
Spot clean carpet and hard surface floors as necessary	X					

Clean Break Rooms

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Vacuum Carpets and any Rugs	X					
Dry and Wet Mop all hard surface floors	X					
Dust/ Wipe Office Furniture	X					
Empty Trash/Garbage Cans (including recycling bins)	X					
Spot clean carpet and all hard surface floors as necessary	X					
Clean Interior Of Windows			X			1 st Monday of the Month
Clean & Disinfect Countertops	X					
Check and Replace Automatic Deodorizer as necessary	X					

General Facility Cleaning

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Comments
Spot Clean around all light switches and door levers	X					
Spot Clean all partitions, walls, doors, and baseboards including in the restrooms	X					
Disposal of all waste, trash, and refuse	X					
Spot Clean all glass, mirrors, glass doors, and glass partitions	X					
Clean, Sanitize & Replenish All Dispensers	X					
Clean break room & conference rooms	X					
Clean, Disinfect and Polish water fountains	X					
Clean & Maintain area around facility entrance within 25 feet of all entry ways.	X					
Sweep / vacuum or wet mop (as appropriate) stairwells and elevator floors	X					
Clean/disinfect elevator doors & walls (if applicable)	X					
Sweep all non-carpeted areas including restroom floor	X					
Clean/Disinfect Baby Changing Stations (if applicable)	X					
Pour disinfectant down drains in restrooms to alleviate odor	X					
Clean all Baseboards and door frames		X				Every Friday
Clean and wash all entrance doors	X					
Spray polish all non-carpeted hard surface floors	X					
Polish and Buff all hard surface floors		X				1 st Monday each Week
Remove insects from all light fixtures			X			
Dust all partitions, doors, and window ledges			X			
Brush all walls, ceiling vents, and light fixtures			X			
Clean blinds and window coverings			X			
Clean Interior & Exterior of Windows			X			
Strip/ Wax/ Buff floors				X		
Shampoo/ extract Guard Carpet and Rugs				X		1 st , 4 th , 7 th , 10 th , month of contract

JANITORIAL SCOPE OF WORK – EVENING SERVICES