



# **WORKFORCE SOLUTIONS** of the Coastal Bend

**TO:** Interested Parties  
**FROM:** Kenneth A. Trevino, President/CEO  
**DATE:** October 10, 2019  
**SUBJECT:** REQUEST FOR PROPOSALS - JANITORIAL SERVICES

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Coastal Bend Workforce Development Board, d.b.a. Workforce Solutions of the Coastal Bend, is accepting proposals for providing janitorial services to its Workforce Centers located in Corpus Christi and in Sinton Texas. The Board expects the contracted services to begin January 2, 2020 or sooner.

All inquiries should be directed to Robert Ramirez, at (361) 885-3013 or e-mail at: [robert.ramirez@workforcesolutionscb.org](mailto:robert.ramirez@workforcesolutionscb.org). Mailed and hand delivered copies are acceptable.

**Workforce Solutions of the Coastal Bend is an Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Deaf, hard-of-hearing or speech impaired customers may contact Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 7-1-1 (Voice). Historically Underutilized Businesses (HUB's) are encouraged to apply.**

# REQUEST FOR PROPOSALS

*Issued by*



## **WORKFORCE SOLUTIONS** of the Coastal Bend

*For*

### **Janitorial Services**

Proposals to be submitted to the

Coastal Bend Workforce Development Board (d.b.a. Workforce Solutions)

520 North Staples, Corpus Christi, TX 78401 (if hand-delivered)

P.O. Box 2568, Corpus Christi, TX 78403 (if Mailed)

Issue Date: October 10, 2019, 2:00 p.m. CST

**Bidders Conference: Thursday, October 17, 2019, 2:00 p.m. (CST)**

**Responses Due Date and Time: Thursday, November 7, 2019, 4:00 pm (CST)**

Procurement is open and subject to the availability of funds.

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*Babel Notice: This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

*Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud*

## WORKFORCE SOLUTIONS OF THE COASTAL BEND

### REQUEST FOR PROPOSALS (RFP)

#### JANITORIAL SERVICES

#### **PART I - GENERAL INFORMATION**

##### **Purpose of Request for Proposals:**

Using the Request for Proposals (RFP) method of procurement, the Coastal Bend Workforce Development Board d.b.a. Workforce Solutions of the Coastal Bend, is accepting bids from qualified companies to provide janitorial services to its Workforce Centers in the Corpus Christi and Sinton. Workforce Solutions of the Coastal Bend (WFSCB) expects to contract for services beginning January 2, 2019 or sooner. The attached **Bid Information Sheet** provides information on the site locations and approximate square footage for each contracted site. Potential bidders may bid to perform services at one or more sites **OR** for all of the sites.

##### **Background:**

The Coastal Bend Workforce Development Board is a volunteer board made up of local area community members representing various employment sectors in an 11-county region. The Board manages and operates workforce development programs, which are administered through Workforce Solution of the Coastal Bend Career Centers, performing workforce development activities for area businesses and residents. The primary responsibility of the Board is to provide policy and program guidance and evaluation of workforce development programs and services that effect area employers, residents and job seekers.

The 11-county area served by Workforce Solutions of the Coastal Bend includes: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio counties.

##### **Funding:**

Funding for the Board's operations and programs is provided primarily by the Texas Workforce Commission (TWC) under the Workforce Innovation and Opportunity Act (WIOA) and other federal programs. WFSCB is an equal opportunity Employer/Programs and ADA accessible.

Historically Underutilized Businesses (HUBs) are encouraged to participate in all procurement programs.

##### **Time-Frame:**

**The deadline for responses is Thursday, November 7, 2019, 4:00 p.m.** If you have any questions in regards to this solicitation, please contact Robert R. Ramirez, Procurement and Contracts at (361) 885-3013. **All responses must be delivered to and received prior to this deadline.** Responses received after the deadline will not be considered.

## **PART II – SCOPE OF SERVICES REQUESTED**

The WFSCB is soliciting a qualified firm(s) to:

1. Provide janitorial services at the center and office locations noted on the **Attachment B, “Response Information Sheet”**. The janitorial services are to be provided in accordance with the specifications stated in this bid solicitation.
2. Respondent may submit a response to perform services at one or more sites OR for all the sites noted in the Response Information Sheet. However, in order to fully evaluate the costs of services to be provided, the Respondent must submit individual cost information for each individual center/office. Respondent must also submit cost information for consumable supplies. For additional information on providing cost data, please refer to the attached Response Information Form and related attachments.
3. Respondents must address all requirements included in the RFP.

## **PART III - GENERAL REQUIREMENTS AND PROVISIONS**

### **Payment Terms:**

Payment for contracted services will be reimbursed by submitting an invoice with proper documentation by the tenth (10<sup>th</sup>) of each month for costs incurred during the previous month. The invoice will be submitted to the Board’s fiscal department for payment. Invoice will be paid within three (3) weeks of receipt of complete and accurate information.

Invoices shall be submitted to the fiscal department via e-mail at: [fiscal@workforcesolutionscb.org](mailto:fiscal@workforcesolutionscb.org).

### **Contract Period and Renewal:**

The contract period will begin on January 2, 2020 or sooner. The contract end date for the first year will be September 30, 2020. After this period, the contract term will be aligned to the WFSCB’s fiscal year of October 1<sup>st</sup> through September 30<sup>th</sup>. The contract may be renewed for three (3) additional one-year periods beyond the original acceptance/award, not to exceed four years. Contract renewals are done so at the discretion of the Board, based upon need, availability of funds, and the contractor’s satisfactory performance.

### **Price Adjustment Clause:**

The first year of the contract will be for the original bid price; however, if the option for contract renewal is exercised, the Board will consider a price adjustment after the end of the first contractual period and each renewal period when the Contractor requests such an increase and justification (submitted by Contractor) warrants such an adjustment.

### **Eligible Respondents:**

Respondents who are able to meet the solicitation specifications regarding knowledge and experience, reference/past experience and costs and other terms of the solicitation, and who are not debarred and/or suspended from conducting business with federal and state funded agencies may submit a response. A prospective respondent must affirmatively demonstrate their responsibility. A prospective respondent, by submitting a response, represents to the WFSCB that it meets the following requirements:

- Possess or is able to obtain financial resources as required to perform under this solicitation, without requesting cash advances;
- Is able to comply with the required or proposed solicitation;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

**Procurement Conditions and General Terms:**

Procurement of these items shall be accordance with the state Texas Workforce Commission procurement policies and Workforce Solutions procurement policies and general terms as follows:

- Workforce Solutions of the Coastal Bend (WFSCB) reserves the right to accept or reject any or all bids/quotes received or to cancel or extend in part or it's entirely, this solicitation, or to make partial awards.
- WFSCB is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
- The intent of this solicitation is to identify the various contract alternatives and estimates of costs for the items solicited. WFSCB is under no legal requirement to execute a contract from any proposal/bid/application submitted.
- Positive efforts shall be made to utilize Historical Underutilized Businesses (HUBs, i.e., minority and female-owned or operated businesses) as vendors, and to allow such organizations maximum feasible opportunity to compete for award.
- Award of purchase agreement or contract shall be made only to a responsible respondent/ bidder(s), i.e., a bidder/vendor who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of the solicitation.
- Respondents/bidders shall not make offers of gratuities or favors, to any officer, employee, Board member of WFSCB, or any subcontractor employees of WFSCB Contact for technical assistance is allowed with the solicitation contact person or designated WFSCB Board staff. Violation of this instruction will result in immediate rejection of the response/bid/application.
- The contents of a successful bid may become contractual obligations, if a contract is awarded. Failure of the respondent/bidder to accept those obligations may result in the cancellation of the response/bid/application for selection. The contents and requirements of this solicitation may be incorporated into any legally binding and duly negotiated contract between WFSCB and the selected respondent(s)/bidder(s). WFSCB reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's/Bidder's ability to meet the terms and conditions of this solicitation or if adequate funding is not received.
- All responses/bids and their accompanying attachments will become property of the WFSCB after submission and materials will not be return. In addition, all materials that are produced as a result of this solicitation become property of WFSCB.
- WFSCB specifically reserves the right to vary the provisions set herein any time prior to the execution of the contract where such variance is deemed to be in the best interest of WFSCB.
- A response does not commit WFSCB to award a purchase agreement or contract or to pay any costs incurred in the preparation of a response nor pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by WFSCB.

- WFSCB reserves the right to contact any individual, agency, or employers listed in the solicitation's response, to contact others who may have experience and/or knowledge of the respondent's/bidder's goods/supplies/services, relevant performance, qualifications, etc. and to request additional information from any and all respondents/bidders.
- No employee, officer, or member of the Board shall participate in the selection, development of a response to this solicitation, award or administration of a contract supported by the solicitation if a conflict of interest, real or apparent, would be involved.
- No purchase agreement or contract may be awarded until respondent/bidder has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the vendor, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- In the interest of maximum free and open competition, all WFSCB members and staff will be prohibited from providing technical assistance or answering questions concerning this solicitation which may be construed as offering a competitive advantage to any respondent/bidder. Potential respondents/bidders are requested to respect these conditions by not making personal requests for assistance.
- WFSCB is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the applicable laws.
- Contractor assures and guarantees that it will comply fully with the non-discrimination and equal opportunity provisions of WIA, Title I; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR parts 37.20. The United States has the right to seek judicial enforcements of this assurance. As a condition to the award of financial assistance from the Department of Labor Workforce Innovation and Opportunity Act {WIOA} (formerly under Title I of WIA), the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Workforce Innovation and Opportunity Act {WIOA} (formerly Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant respondent/applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA (formerly WIA Title I) financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**Insurance Requirements:**

The Contractor will be required to maintain insurance coverage for the term of the contract. Contractor must obtain insurance adequate to cover Contractor’s employees and against personal and bodily injury and property damage. The following minimum insurance coverage and limitations will be required;

- General liability insurance for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate.
- Workers Compensation insurance shall be required for all the Contractor’s employees that will be working under this contract.

Copies of the above stated insurances shall be submitted with your proposal. If Proposer does not currently have the insurance or stated coverage amounts, but is in the process of procuring them a statement of assurance to that effect **must** be included in your transmittal letter. When the contract award is made, Contractor must be prepared to name the Board as an additional Certificate Holder on all required insurances for the entire term of the contract.

**PART IV - INFORMATION ON EVALUATION AND SELECTION CRITERIA:**

1. All respondents considered must be responsive to the RFP instructions. All proposals will be reviewed to determine responsiveness prior to being forwarded for evaluation process. All proposals must meet the requirements stated under the section “Submission Instructions”, Proposal Format and Preparation”, to be considered responsive and forwarding for the evaluation process.
2. Workforce Solutions of the Coastal Bend will base its selection on Demonstrated Ability to Perform Services, Attendance at the Pre-Proposal Conference, Costs, and Manpower and Work Hours Calculation.
3. Workforce Solutions of the Coastal Bend will make a good faith effort to award contracts to Historically Underutilized Businesses (HUBs).
4. All respondents/bidders will receive notification of proposal/bid/application approval or non-approval. A respondent/bidder/applicant who wishes to protest the decision will be required to notify the Board’s Complaint Officer, in writing, within fifteen (15) days from the date of the notification letter. The complainant letter must specify the nature of the protest and desired remedies of action. Workforce Solutions of the Coastal Bend reserves the right to determine whether the protest is valid and merits further consideration.

**Proposal Evaluation Criteria:**

The review and selection process will include the following criteria and value system:

**DEMONSTRATED ABILITY TO PERFORM SERVICES (REFERENCES) VALUE 40 POINTS**

This criterion examines the experience by submitting a minimum of three (3) references of active clients for similar size and complexity of requested services in this RFP within the last three years. Similar size and complexity means that the building referenced must be within 10% or greater of the total square footage

referenced in this RFP. The active clients must be current customers at the time of proposal submission and must be three distinct customers.

**ATTENDANCE AT THE PRE-BIDDERS CONFERENCE**

**VALUE 20 POINTS**

Points will be given when the prospective respondent attends the Pre-Proposal Conference scheduled on **Thursday, October 17, 2019, 2:00 p.m.** Any proposal received from a company who did not attend the Pre-Proposal Conference will be issued zero points in this category. Attendance at the Pre-Proposal Conference will be verified by the attendee's signature log-in sheet or by registering via web conference.

**COSTS**

**VALUE 30 POINTS**

This criterion examines the cost reasonableness of services to be provided. Additionally, costs for supplies would also be examined to determine need, quantity, and quality of service products. A comparative cost analysis will be performed to verify market prices. The cost analysis will ensure a reasonable value will be determined for proposed services. The costs for consumable supplies will not be considered when evaluating the costs of services. WFSCB will evaluate the costs of consumables only to determine if its more cost effective for it to purchase the supplies or for the vendor (selected proposer) to purchase the reusable supplies.

**MANPOWER AND WORK HOURS CALCULATION**

**VALUE 10 POINTS**

This criterion examines the level of resources assigned to each site as included in proposal solicitation. For example, an analysis will be conducted to determine the number of crew member(s) and supervisory staff assigned per site, and the total number of labor hours expended performing one day's minimum janitorial requirement tasks (as defined under the section "General Services to be Performed", A, B, and C as outlined on pages 9 and 10) .

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

**VALUE 5 POINTS**

Historically Underutilized Business as certified by the State of Texas. To earn points in this category, bidders must submit a current copy of the certification from the State.

**TOTAL POINTS POSSIBLE - 105**

**PART V - SUBMISSION INSTRUCTIONS**

**How to Submit a Response:**

Responses must be submitted and received **prior** to the deadline and must clearly indicate externally the Respondent's name and mailed or hand deliver to the following address:

**Robert R. Ramirez, Procurement and Contracts  
Workforce Solutions of the Coastal Bend  
Street Address: 520 North Staples, Corpus Christi, TX 78401  
Mailing Address: P.O. Box 2568, Corpus Christi, TX 78403  
(361) 885-3013**

**Proposal Format and Preparation:**

Each respondent must submit one (1) original paper copy with original signatures and three (3) externally labeled USB flash drives containing a single digital file of the entire proposal and all requested materials. The copies must mirror the original document. Respondents will be responsible for the completeness of the digital files. The original document should have the word: **ORIGINAL**” typed or hand written on the right hand corner of the cover page of the document.

Each response must contain Attachments/Certifications A through J in the order as shown below and include any other information requested. Note – during the respective review, documentation regarding submission of all attachments/certifications will be verified; quality or completeness of the submission will not be a consideration at this time of the process. Points will be deducted during the scoring process for omission or incompleteness of information.

Response packages should be organized in the manner specified below:

- Proposals should be prepared in a concise manner. Clarity of content and completeness are essential.
- Use the Certification by Respondent form (Attachment A) of the RFP as the cover sheet.
- All forms must be completed and submitted as shown below.
- Include a Transmittal Letter on company’s letterhead (if available).

**ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH RESPONSE:**

The attachments listed below are required. All forms must be signed, dated, and completed.

- Attachment A - Certification By Proposer/Bidder/Applicant
- Attachment B – Response Information Sheet (with Attachments B-1 and B-2)
- Attachment C - Certification Regarding Lobbying and Debarment
- Attachment D - Certification Regarding Texas Corporate Franchise Tax
- Attachment E - State Assessment Certification
- Attachment F - Workforce Solutions Disclosure of Interests
- Attachment G – Undocumented Worker Certification
- Attachment H – Customer Rights and Compliant Resolution Procedure
- Attachment I – Other Attachments (e.g., insurance forms, HUB Certification, training certification forms, copy(s) of any internal inspection forms currently used to evaluate work performed, etc.)
- Attachment J – Reference Form

Mail or deliver in person the hard copy (original document) of the proposal to the WFSCB administrative offices.

**PART VI – RESPONSE SPECIFICATIONS**

**Service Frequency and Purchase of Cleaning Supplies:** The costs under this contract may be determined based on the frequency of some of the services required and the purchase of cleaning supplies. For example, depending on the number of times a specific service(s) is repeated during the normal course of a day, week, or month may increase the total costs of the contracted services. The same would be expected if the purchase of the cleaning supplies would be included in the bid response. As a result, in order to fully evaluate the price difference for the frequency of service(s) and purchase of supplies, the WFSCB is requesting that the respondent provide cost information for the options noted below.

**FOR STAPLES AND SUNRISE MALL LOCATIONS ONLY**- in addition to performing the services requested under the section “General Services” listed below, the Board is requesting that the Contractor perform the following services more than once during the stated time period and include the costs for:

- Restroom Cleaning – This service, as outlined below, is to be performed twice daily **ONLY** for the **Staples and Sunrise locations** – once in the early morning during normal working hours and once again during normal working hours, as needed, at the Staples and Sunrise Mall locations.
- Purchase of Cleaning Supplies – Vendor shall project the costs of cleaning supplies needed such as: paper towels; toilet tissue; plastic trash bags for desk side, restroom, break room and two outside waste receptacles only; hand soap; mirror cleaner; cleaners to disinfect and clean the wash basins, commode seats, commodes, and urinals. Additionally, other cleaners must be purchased to disinfect desks, chairs, office equipment (not to include computer equipment and accessories), and office and entrance/exit doors.

**FOR SINTON LOCATION (Not including the Staples and Sunrise Mall locations)**– The Vendor shall project the costs for **ONLY** performing the general duties as outlined below and the purchase of cleaning supplies.

(**Note:** The WFSCB expects the vendor will provide all personnel, supplies and equipment necessary to perform the minimum requirements of this solicitation. The WFSCB shall select a vendor that best meets the bid specifications, demonstrated experience, and costs. However, the WFSCB reserves the right to award the contract to the responsible respondent whose bid response will be most advantageous to the WFSCB, price and other factors considered.)

**General Services to Be Performed** (This applies to all areas including entrance, corridors, foyers, and lobbies)

- A. **Daily Outside Building Premises Minimum Requirement:** The following services are to be performed:
  - Maintain the appearance of applicable areas outside of the building such as sidewalks, parking lot , entrance areas, and remove by sweeping and/or picking up any debris including but not limited to cans, paper, cigarette butts, and other litter, including all trash around dumpster. Remove and dispose of debris properly
  - Empty trash receptacles outside building and replace bags as needed.
  - Clean cigarette debris from ash can(s) located outside and disposed properly.
- B. **Daily Restroom Cleaning Requirements:** The following services will be performed once daily during or after Normal Working Hours (see exceptions for the Staples and Sunrise Mall locations.)
  - Clean and disinfect wash basins, commode seats, commodes, and urinals.
  - Empty trash receptacles and replace plastic bags, as needed.
  - Refill toilet paper, paper towels, and hand soap.
- C. **Daily Janitorial Minimum Requirements:** The following services will be performed once daily.
  - Clean inside and outside of glass doors.
  - Vacuum entrance mats and sweep inside/outside entrance areas.
  - Sweep and clean all tile floors.
  - All tile floors shall be kept free of spills or build-up of any substance (solid or liquid which could cause an accident) by wet mopping, sweeping, and/or vacuuming.

- Vacuum all carpeted floors.
  - Inspect carpet for spots or stains and spot clean daily as needed. If spots or stains cannot be removed by spot cleaning, the custodian in charge must notify the WFSCB management of the area(s) requiring professional cleaning.
  - Restroom: Wet mop with disinfectant and rinse all floors.
  - Restroom: Clean and disinfect wash basins, commode seats, commodes, and urinals.
  - Restroom: Clean and polish mirrors.
  - Break Room: Clean and disinfect inside, top, and sides of sink(s), tops of stove, cabinets, and tables.
  - Break Room: Damp wipe outside of refrigerator and vending machines.
  - Break Room: Wet mop with disinfectant all floors.
  - Empty all wastebaskets.
  - Change plastic liner for each waste basket and/or trash receptacle as needed.
  - Spot clean all waste baskets as needed.
  - Clean and disinfect drinking fountains.
  - Replenish paper towels, toilet paper and hand soap in all dispensers.
  - Remove all trash from the building and place in garbage bin located behind the building. (Contractor must empty all waste baskets nightly. No trash is to remain in the building overnight).
  - Align all chairs in lobby area.
- D. Weekly Janitorial Minimum Requirements: The following services are to be performed:
- Wet mop all tile floors.
  - Dust tops of all cabinets.
  - Dust top rails of each cubicle and all attached work surfaces. Contractor will not move personal items or any computer related equipment such as printers, CPUs, etc.
  - Restroom: Clean and disinfect all walls and partitions (stalls).
  - Spot clean walls and baseboards and keep dirt, ink, or pencil marks, dust, and dingy spots.
- E. Monthly Janitorial Minimum Requirements: The following services are to be performed:
- Dust, vacuum of lint, all office and upholstered chairs including pedestals.
  - Dust and vacuum high ledges, tops of doors and window frames, vents, and grilles.
  - Dust all light fixtures.
  - Dust and/or vacuum binds
- F. Quarterly Janitorial Minimum Requirements – The following services to be performed:
- Damp clean all blinds.
  - Clean the inside and outside of all windows.
  - If applicable, strip all tile floors and apply three (3) coats of wax using approved floor wax classified as “anti-skid” or “anti-slip”.
- G. Semi-Annually Janitorial Minimum Requirements – The following services are to be performed:
- Steam clean carpet at request and schedule of WFSCB Management staff.

Additional Services – Request for additional services outside of the scope of this contract will require prior written approval from the WFSCB Management staff. For example, if a specific service may be needed to meet contract specifications, such as the need to subcontract with a professional cleaning company, prior written approval will be required.

Premises Security Requirements:

- Contractor will **not** allow extra keys to the premises to be made without prior written approval from the WFSCB management staff. Upon CANCELLATION of this contract, all keys must be returned to the WFSCB Management staff immediately. Failure to do so will delay Contractor's final payment. In the event employees of the Contractor loses keys or security entrance cards, Contractor will be responsible to pay for the re-placement of keys/security entrance cards and any additional work related to the re-keying and/or re-programming of building access codes.
- Contractor or its employees will be responsible for re-arming the security alarm system and securing the building after leaving the premises.
- Contractor or its employees will not permit loitering on the premises by any unauthorized person or persons while the service is being performed and ONLY the Contractor and/or its employees actually performing the service are permitted on the premises.
- All employees of the Contractor working on the premises will be required to Sign-**IN** and **OUT** on a register provided by the WFSCB (i.e., full name, printed and written, not just initials).

Contract Administration:

The WFSCB Contractor Management staff will monitor the performance of the contract(s). Any non-compliance issues will be addressed and documented in writing and presented to Contractor by mail, fax, or email. It is very important that all duties be performed as stated. Failure to do so may result in cancellation of the contract(s).

An on-site meeting may be required, if warranted, with Contractor and/or their designated supervisor, at the discretion of the WFSCB Facility Management staff. When problems are identified, Contractor must take immediate action to resolve them. Failure of Contractor to remedy the problems in the agreed time frame may result in cancellation of contract.

WFSCB Contractor Management staff and/or Board leadership team may make temporary changes in the assignments, task, task frequencies or methods if such changes do not required additional equipment, chemicals, supplies or man-hours. Such changes shall not be considered modifications to the contract and shall not affect the amount of payment to Contractor.

WFSCB Contractor Management staff 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.

On-Site Inspections and Reporting:

Contractor must conduct on-site inspections of work performed by its employees at least once a week. Any work deficiencies found during weekly inspections and actions(s) taken by Contractor to remedy such deficiencies, must be identified on the WFSCB weekly reporting form.

Contractor will provide the WFSCB Contractor Management staff with a weekly, written performance report detailing the services actually performed during that week's period. Unless provided by the contractor, report will be supplied by the WFSCB Facility Management staff and must be faxed into the office on Monday of each week for the activities of the prior week.

### Compliance with Safety Requirements

In accordance with OSHA, the contractor must follow all safety requirements pertaining to the handling and use of hazardous chemicals. Workers must be informed on the potential hazards and how to work safely with the chemical products. A material safety data sheets (or MSDS) must be provided to workers to inform them of the risks and the procedures for safely handling or working with a particular substance.

### Current Janitorial Staff:

As part of the contractual arrangement, WFSCB is requiring that the contractor give hiring preference to the current janitorial staff for the filling the proposed janitorial positions. Currently, WFSCB has one full-time and one temporary full-time worker at the Staples Workforce Center, one full-time worker providing janitorial services at the Sunrise Mall Workforce Center, and a part-time worker at the Sinton Workforce Center. Our expectation is that the Contractor will conduct personal interviews with each respective janitorial staff person.

**ATTACHMENT A**  
**CERTIFICATION BY PROPOSER**  
**for**  
**JANITORIAL SERVICES**

**I. IDENTIFICATION OF RESPONDENT**

Name of Individual Responding: \_\_\_\_\_

Name of Firm (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

How many years has your firm been providing similar services. \_\_\_\_\_

Is your firm registered with the state General Services Commission as a HUB? Yes \_\_\_\_\_ No \_\_\_\_\_

(A copy of the General Services Commission HUB certification must be attached.)

Provide a brief description of your organizations, legal status, size, and whether it is local regional, or national in operation. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT A

**CERTIFICATION BY PROPOSER**

II. SIGNATURE

**Respondent certifies that each attachment to this Request for Bids has been completed and is submitted as integral to this Statement.**

**I certify that I am authorized to submit this Statement on behalf of the above named organization. If any information changes significantly, the Workforce Solutions will be notified. I certify that the contents of this document are true and correct.**

Signature of Respondent: \_\_\_\_\_

Date Proposal Form Submitted: \_\_\_\_\_

**ATTACHMENT B**

**RESPONSE INFORMATION SHEET**

**OFFICE SPACE DESCRIPTION, LOCATION, AND BID COSTS**

*(Submit Response Information Sheet)*

<b>Office Site &amp; Location</b>	<b>Approx. Square Footage (Cleaning Space)</b>	<b>Preferred Hours of Janitorial Services(1)</b>	<b>Bid for Services (Yes/No)</b>	<b>Bid Amount (2) (Amount must correspond to attached cost breakdown data)</b>
Staples Workforce Center, 520 North Staples, Corpus Christi, TX 78401	22,616 sq. ft.	(7:00 a.m. to 11:30 a.m. and 12:30 p.m. to 4:00 p.m.)		
Sunrise Mall Workforce Center, 5858 South Padre Island Drive, Corpus Christi, TX 78412	16,026 sq. ft.	(7:00 a.m. to 11:30 a.m. and 12:30 p.m. to 4:00 p.m.)		
Sinton Workforce Center, 1113 East Sinton, Sinton, TX 78387	3,650 sq. ft.	After Office Hours (or per agreed time)		

- 1) The hours reflected above for the Staples and Sunrise Mall are preferred. Any changes to the hours above must be approved by WFSCB.
- 2) Respondents must submit a cost breakdown of their bid amount by separating costs out by professional services (e.g., labor, profit) and consumable supplies. The cost breakdown should identify the office selected and attached to the bid sheet. For example, annual cost for ABC office is \$3,000, which consist of \$1,000 for professional services and \$2,000 for supplies. Also, see Attachment B-1 "Services Requested" and B-2 "Manpower and Work Hours Calculation Form". Complete and attached these forms to your bid response as attachments to this form (Attachment B).

**(Note: If a Proposer wishes to tour the office space prior to submitting a bid, the WFSCB Management staff will arrange a tour of the facilities. The tours will be conducted by appointment only).**

**ATTACHMENT B-1**

**SERVICES REQUESTED**

The WFSCB is looking at two different methods. The WFSWCB will evaluate the cost to determine if it is more cost effective for the WFSCB to purchase the supplies or for the vendor to purchase the reusable supplies.

The services that are performed quarterly and semi- annually will be billed separately from the monthly bills.

**For Sunrise Mall and Staples Centers Only**

We will request the restrooms for Sunrise and Staples to be cleaned once during the early morning hours and as needed, during the normal business hours.

	<b>Remarks</b>	<b>Comments</b>	<b>Estimate Hours</b>	<b>Estimate Amount</b>
Additional Restroom Cleaning	During normal working hours			
Daily Duties	To be done during normal hours so that center is ready for business by 8:00am			
Weekly Duties	Once a week duties			
Monthly Service	Clean light fixtures  Dust and vacuum top of doors, window frames, vents & grilles.  Dust and/or vacuum binds  Clean upholstered chairs			

Quarterly Service	Strip floors (if applicable)  Clean windows (inside/outside)  Clean all blinds			
*Semi –Annually Service	Clean Carpets			
Additional Services	Rate per hour			
Cleaning Supplies	Solvent to clean the restrooms. Ex., Mops Sponges Dusters			
Consumables	Paper Towels Toilet Paper Trash bags Hand Soap			
<b>Total</b>				

**For Sinton  
Location Only**

	Remarks		Estimate Hours	Estimate Amount
Daily Duties	To be done after hours so that center is ready for business by 8:00am			

Weekly Duties	Once a week duties			
Monthly Service	Clean light fixtures  Clean upholstered chairs  Dust and vacuum top of doors, window frames, vents & grilles.  Dust and/or vacuum binds			
Service done only quarterly	Strip floors (if applicable)  Clean windows (inside/outside)  Clean all blinds			
*Semi Annually	Clean Carpets			
Additional Services	Rate per hours			
Cleaning Supplies	Solvent to clean the restrooms. Ex., Mops Sponges Dusters			
Consumables	Paper Towels Toilet Paper Trash bags Hand Soap			

<b>Total</b>				

\*Provide a detail description for the process and chemicals used to clean the carpet.

**ATTACHMENT B-2**

**MANPOWER AND WORK HOURS CALCULATIONS FORM**

Office Location: \_\_\_\_\_

<b>Item No.</b>	<b>Manpower &amp; Work Hours</b>	<b>Number</b>
1	Number of crew members	
2	Number of supervisory staff	
3	Total number of labor hours expended performing one day's minimum janitorial requirement tasks (as defined in Section "General Services to be Performed", A, B, & C)	

Office Location: \_\_\_\_\_

<b>Item No.</b>	<b>Manpower &amp; Work Hours</b>	<b>Number</b>
1	Number of crew members	
2	Number of supervisory staff	
3	Total number of labor hours expended performing one day's minimum janitorial requirement tasks (as defined in Section "General Services to be Performed", A,B, & C)	

Office Location: \_\_\_\_\_

<b>Item No.</b>	<b>Manpower &amp; Work Hours</b>	<b>Number</b>
1	Number of crew members	
2	Number of supervisory staff	
3	Total number of labor hours expended performing one day's minimum janitorial requirement tasks (as define in Section "General Services to be Performed", A, B, & C)	

## ATTACHMENT C

### CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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

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The undersigned service provider certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- 

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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The undersigned service provider certifies that neither it nor its principals:

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

Where the prospective recipient of federal assistance funds is unable to certify to any of The statements in this certification, such prospective recipient shall attach an explanation to this certification.

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Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

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

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Service provider's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the Service provider's policy statement;
- (d) Notifying the employees in the Service provider's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Service provider in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Commission within ten days of Service provider's receipt of a notice of a conviction of an employee; and,
- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

**These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.**

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

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

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Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with For Profit Corporation that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

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

Indicate the certification that applies to your corporation:

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

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

\_\_\_\_\_  
Type Name of Authorized Representative

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**STATE ASSESSMENT CERTIFICATION**

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

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

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

\_\_\_\_\_  
Type Name of Authorized Representative

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT F

### Coastal Bend Workforce Development Board

#### DISCLOSURE OF INTEREST

It is the fiscal policy of the Workforce Solutions of the Coastal Bend (“the Board”) that all persons or firms seeking to do business with the Board to provide the following information. Every question must be answered. If the question is not applicable, answer with “NA”.

FIRM NAME: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_ STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM IS:  
 Corporation       Partnership       Sole Owner       Association       Other \_\_\_\_\_

#### DISCLOSURE QUESTIONS

**If additional space is necessary, please use the reverse side of this page or attach separate sheet.**

1. State the name of each “non-managerial employee” of the Board having an “ownership interest” constituting 5% or more or the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

<i>Name</i>	<i>Job Title and Section (if known)</i>

2. State the names of each “managerial employee” of the Board having an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

<i>Name</i>	<i>Title</i>

3. State the names of each “board member” of the Board having an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

<i>Name</i>	<i>Board, Commission, or Committee</i>

4. State the names of each employee or officer of a “consultant” of the Board who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or is an officer, director, employee, or consultant employed or associated with your organization:

<b>Name</b>

<b>Consultant</b>

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this Statement, that I have not knowingly withheld disclosure of any information request; and that supplemental statement will be promptly submitted to the Board, as changes occur.

\_\_\_\_\_  
*Certifying Person*

\_\_\_\_\_  
 Title:

\_\_\_\_\_  
 Signature of Certifying Person:

\_\_\_\_\_  
 Date:

## ATTACHMENT G

### Coastal Bend Workforce Development Board

### UNDOCUMENTED WORKER CERTIFICATION

Effective September 1, 2007, HB 1196 amended Subtitle F, Title 10, of the Texas Government Code to add Subsection 2264. Chapter 2264 directs public agencies, state or local taxing jurisdictions, and economic development corporations (public entities) to require that any business submitting an application to receive public subsidies include in the application a statement certifying that the business, or branch, division or department of the business does not and will not knowingly employ an undocumented worker.

In the event that a business grantee is found in violation of 8U.S.C. subsection 1324a(f), consistent with the requirements of Texas Government Code subsection 2264, Boards are permitted to bring a civil action to recover any amounts owed, as well as court costs and reasonable attorney's fees.

Penalties incurred by business grantees shall be assessed damages at a rate of 20% of contract award. Said damages shall be made payable to the Board within 120 days of receiving the notice of violation.

#### DEFINITION OF TERMS

**Public Subsidy** – is broadly defined Texas Government Code §2264.001 (3) as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in Texas. The term includes, among other things, bonds, grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, and matching funds. The Commission's Office of General Counsel has found that HB 1196 does not apply to the acquisition of goods and services.

**Undocumented Worker** – is defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence in the United States or is not authorized under law to be employed in that manner in the United States.

#### CERTIFICATION

Contractor certifies that no undocumented workers will be employed during the execution of this contract. By the signature indicated below, the contractor verifies their understanding of the terms and conditions of this requirement.

\_\_\_\_\_  
Type Name of Certifying Person

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date

## ATTACHMENT H

### CUSTOMER RIGHTS AND COMPLAINT RESOLUTION PROCEDURE WORKFORCE SOLUTIONS OF THE COASTAL BEND

Participating in workforce services administered by the Texas Workforce Commission (Commission) or Workforce Solutions of the Coastal Bend (Board) grants you the right to file a complaint regarding your workforce services. These rights are guaranteed through the Commission's complaints, hearings and appeals procedures\* at 40 TAC, Chapter 823.

Please be aware that this complaint process does not pertain to matters alleging violations of nondiscrimination or equal opportunity requirements under the Workforce Innovations and Opportunity Act (WIOA) or matters governing job service related complaints.

#### THE COMPLAINT PROCESS

##### What is a complaint?

A complaint is a written statement alleging a violation of any law, regulation, or rule relating to any federal- or state-funded workforce service. If you have received an adverse action or want to file a formal complaint about workforce services you are first encouraged to discuss the adverse action or complaint with Texas Workforce Center staff where the complaint originated.

##### Who may file a complaint?

Texas Workforce Center customers – Individuals who have applied for or are eligible to receive federal- or state-funded workforce funded services administered by the Commission or the Board. These services include:

- Child Care Services
- Temporary Assistance for Needy Families (TANF) / CHOICES
- Supplemental Nutrition Assistance Program (SNAP) Employment & Training
- Workforce Innovations and Opportunity Act (WIOA) - Adult, Dislocated Worker, and Youth
- Eligible Training Providers receiving WIOA funds or other funds for training services.
- Other interested parties affected by the Texas workforce system, including subrecipients. These individuals may be child care or other service providers that have a received a written statement issued by the Board, a Texas Workforce Center, or the Agency relating to an adverse action, or a provider or contractor, related to denial or termination of eligibility, under programs administered by the Agency or the Board.
- Previously employed individuals who believe they have been displaced by a Texas Workforce Center customer participating in work-based services such as subsidized employment, work experience, or workfare.

##### How do I file a complaint?

- Complaints must be in writing using the attached complaint form.
- Complaints must be filed within 180 days of the alleged violation.
- Complaints should be filed at the service level where the complaint originated for optimal and immediate satisfaction.

Board complaint procedures are available upon request.

##### How will the complaint be resolved?

- You will be given the opportunity for an informal resolution to resolve any disputes resulting from either a complaint or an appeal to a determination. An example of an informal resolution may include:
  - Meeting with your immediate case worker to seek a resolution;
  - Meeting with a Texas Workforce Center manager or designated Board staff for a more in-depth discussion related to the circumstances of the complaint and to discuss how the complaint may be resolved.

- If you are not satisfied with the outcome of the informal resolution, you have the right to file a complaint and to have the opportunity for a Board hearing with:

**Workforce Solutions of the Coastal Bend  
520 N. Staples  
Corpus Christi, Texas 78401**

- Once a complaint is filed with the Board, you will be notified in writing of a Board hearing at least (10) ten calendar days prior to the hearing date. The ten-day notice may be shortened with prior written consent of the parties involved.
- A Board decision will be issued within 60 calendar days from the date the complaint is originally filed.

If you do not agree with the decision issued by the Board or if no decision is mailed within 60 calendar days from the date the complaint was originally filed, you may file a written appeal to the Commission. The appeal must be sent within 14 calendar days after the mailing date of the Board's decision or 90 calendar days after the original filing date of the complaint. Appeals to the Commission are mailed to:

**Appeals, Texas Workforce Commission  
101 East 15th St., Room 410  
Austin, Texas 78778-0001**

By my signature below, I certify I have received a copy of the Workforce Customer Rights and Complaint Resolution Procedure.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**OTHER ATTACHMENTS**

ATTACHEMENT J

REFERENCES FORM

**DEMONSTRATED ABILITY TO PERFORM SERVICES – Maximum Points: 40**

**Failure to provide and include the following information with your bid response by the submission date of the bid may result in disqualification from further consideration for an award resulting from this solicitation. Each reference will be contacted for evaluation purposes. Any reference that does not respond in the allotted time provided by the Board will result in a score of zero.**

REFERENCE #1:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Square Footage of Building	
Contract Term (To/From) Dates	

REFERENCE #2:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Square footage of Building	
Contract Term (To/From) Dates	

REFERENCE #3:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Square Footage of Building	
Contract Term (To/From) Dates	