



## REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed proposals will be received at AVANCE-Houston, Inc., 4281 Dacoma, Houston, Texas 77092, on or before **February 4, 2011 at 5:00 p.m.** for the following:

**Contract Janitorial Services  
at  
AVANCE Houston, Inc.  
Mangum Education Center  
4503 Mangum Rd.  
Houston, TX 77092  
Phone: (713) 686-5228**

For ease of reference, AVANCE-Houston, Inc. will hereinafter be referred to as AVANCE Houston. Respondents to the proposal will be referred to as *bidders*, and the selected bidder shall be referred as the *Vendor*.

***AVANCE will conduct a walk through the facility on Friday January 21<sup>st</sup> at 9 AM and Friday January 28<sup>th</sup> at 9 AM so that vendors can view the facility first hand prior to submission of the Bid.***

### 1. GENERAL INFORMATION:

#### 1.1 Purpose

The intent of this Request for Proposal is to select one vendor to deliver Janitorial Services at the above education site where AVANCE- Houston serves Head Start Children, 3 to five years of age, Early Head Start Infants and Toddlers ages 0 to 3 years of age, and Adults. This Request for Proposal (RFP) states: the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected and the contractual terms by which AVANCE-Houston, Inc. intends to govern the relationship between itself and the selected Vendor.

#### 1.2 Scope

Provision of janitorial services for AVANCE-Houston at the Mangum Education Center: Services will be provided five (5) Days per Week- Monday through Friday and evenings and weekends as needed and agreed. Our goal is to maintain a high standard of environmental cleanliness and attractiveness to ensure continuing participant satisfaction.

#### 1.3 Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the AVANCE-Houston best interests to include but not be limited to:

- Ability to meet specifications
- Pricing
- Responsiveness to proposal terms and conditions
- References
- Experience in providing the services specified in this RFP.

#### 1.4 Communication with AVANCE-Houston

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. AVANCE-Houston will not be bound by oral responses to inquiries or written responses other than addenda. Submission of inquiries about the RFP must be made to:



Operations Office Attention :  
Linda De Leon  
4281 Dacoma Street  
Houston, Texas 77092

**1.5 Award of Proposal**

AVANCE will enter a written contract to the most responsive and responsible bidder as determined by evaluation of the criteria defined in Section 1.3. AVANCE reserves the right to waive minor irregularities. AVANCE reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of AVANCE. AVANCE may cancel this Request for Proposal or reject any or all proposals in whole or in part. Should AVANCE determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

**1.6 Right of Refusal**

AVANCE Houston reserves the right to refuse any or all proposals. Solicitation of this proposal does not obligate AVANCE Houston, to make a award of pay for any costs incurred by the proposer.

**1.7 Confidentiality**

The information contained in proposals submitted for AVANCE consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be announced and all timely respondents will be notified. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. AVANCE will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

**1.8 Costs of Preparation**

Bidders assume all costs of preparation of the proposals and any presentations necessary to the proposal process.

**1.9 Debarment**

Submission of a signed proposal in response to this solicitation is certification that your firm (or any sub vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that AVANCE will be notified of any change in a respondent's debarment status during the bid process or after receiving notice of having won the contract.

**1.10 Proposal Understanding**

By submitting a proposal, the bidder agrees and assures that the specifications are understood and are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

**1.11 Proposal Submission**

A **SIGNED** original and **one (1)** copy of the proposal must be submitted to:

**AVANCE-Houston, Inc.**  
Operations Office: Attention Linda DeLeon  
4281 Dacoma Street  
Houston, Texas 77092

in a sealed envelope by close of business, **Friday, February 4, 2011** to be date stamped and accepted for consideration. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause, Section 1.7). Bidders are strongly encouraged to



submit proposals in advance of the due date to avoid the possibility of missing the deadline because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. AVANCE-Houston assumes no responsibility for delays caused by any package or mail delivery service. Postmarks on or before the due date, will not substitute for receipt of proposal. In the event of suspended AVANCE-Houston operations, all proposal openings and or conferences will be rescheduled for the next regularly designated business day at the same time and location. Additional time will not be granted to any single bidder, however additional time may be granted to all bidders when AVANCE Houston determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

Proposals must be submitted in a sealed envelope clearly marked "REQUEST FOR PROPOSAL FOR Janitorial Services – Mangum" and due date on the outside. Proposals shall be valid for a minimum of fifteen (15) days.

**Notice to Bidders/Respondents:**

- AVANCE, reserves the right to request any additional information, which might be deemed necessary after the submission of a proposal/bid.
- The successful bidder/respondent must comply with all applicable state and federal regulations and hold all required licenses for the business they will be doing with AVANCE Houston.
- The submission of a proposal/bid shall be prima facie evidence that the bidder/respondent has full knowledge of the scope, nature and quality of work to be performed, or service to be provided, the detailed requirements of the specifications, and the conditions under which the work is to be performed.

**2.0 GENERAL TERMS AND CONDITIONS:**

**2.1 Contract Documents**

If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of AVANCE Houston and the Vendor, all of which shall be referred to collectively as the Contract Documents.

**2.2 Contract Modification and Amendment**

AVANCE Houston intends to enter into a 1 year agreement with the option to renew. The parties may adjust the specific terms of this contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Vendor must be submitted in writing to the Operations Officer of AVANCE Houston. Modifications or amendments must be in writing and signed by both parties.

**2.3 Contract Data**

The Vendor is required to provide AVANCE with detailed data concerning the contract at the completion of each contract year or at the request of AVANCE at other times. AVANCE reserves the right to audit the Vendor's records to verify the data. This data may include, but is not limited to, actual number of hours worked by the vendor's staff, quantities and names of supplies furnished and utilized under the contract, and total cost of services rendered by time period.

**2.4 Contract Validity**

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, these shall not affect the validity of the remaining portions of the contract.

**2.5 Cancellation/Termination**

If the Vendor defaults in its agreement to provide personnel or equipment to AVANCE Houston's satisfaction, or in any other way fails to provide service in accordance with the contract terms,



AVANCE shall promptly notify the Vendor of such default and if adequate correction is not made within ten (10) business days, AVANCE may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by AVANCE, either AVANCE or the Vendor may terminate this contract by giving ninety (90) days advance written notice to the other party. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

**2.6 Clarification of Responsibilities**

If the Vendor needs clarification of or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from the Chief Operating Officer at AVANCE.

**2.7 Litigation**

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas. The Vendor agrees that any litigation, action or proceeding arising out of this contract, shall be instituted in the State of Texas. Prior to filing suit, the parties agree to one half day of good faith mediation.

**2.8 Assignment**

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the vendor assign any money due or to become due without the prior written consent of AVANCE Houston.

**2.9 Equal Opportunity**

In the execution of the contract, the Vendor agrees, consistent with AVANCE policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

**2.10 Code of Ethics- Vendor / Employees**

AVANCE Houston is committed to providing a positive environment for all employees. AVANCE Houston thus has a legal and ethical responsibility to ensure that all adults working in its environment following the Code of Ethics. Failure to comply with AVANCE Houston's Code of Ethics while on AVANCE Houston's site could result in termination of this contract without advanced notice. Further information regarding this policy is available from the Operations Office.

**2.11 Sexual Harassment**

AVANCE Houston is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. AVANCE Houston thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment is defined by the AVANCE Houston the Board of Directors. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the Operations Office.

**2.12 Smoking Policy**

AVANCE must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, AVANCE has prohibited smoking in all AVANCE buildings except in designated smoking areas. This rule must also apply to all vendors and workers in existing AVANCE buildings. The Vendor shall be responsible for the implementation and enforcement of this requirement within existing buildings.



### 3.0 PERFORMANCE TERMS AND CONDITIONS

#### 3.1 Contract Management

AVANCE Houston shall be the authorized representative in all matters pertaining to the amendment or modification of this contract. The Facilities Department in conjunction with the Center Administrator and Center Coordinator will be responsible for administering and managing the day-to-day operations and work specifications of the contract.

#### 3.2 Contract Term

The initial term of this contract is for one (1) year beginning on the date that AVANCE Houston and vendor sign the contract with automatic renewal unless either of the parties gives written notice within 90 days of the contract end date.

#### 3.3 Nondiscrimination and Workplace Safety

The Vendor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

#### 3.4 Environmental Protection

The Vendor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Vendor shall disclose any environmental violations caused in the performance of this work to the AVANCE and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by AVANCE at all times. Chemicals are to be stored in the proper manner required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.

#### 3.5 Equipment and Supplies

All equipment and supplies required to carry out operations within the scope of this contract shall be provided by the Vendor. Supplies must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. As required by OSHA, proper equipment, materials, and training necessary to clean up blood spills or other potentially infectious materials will be made available by the Vendor.

#### 3.6 Payments

Payment will be upon submittal of signed invoice to AVANCE Houston, on a net 30 basis. Invoices **must** include a purchase order number. AVANCE Houston shall have no obligation to invoices that are unsigned by the contractor.

#### 3.7 Work Specifications

This facility occupies approximately 18,000 square feet with 13 children's classrooms, 3 adult classrooms, including a computer lab, and offices and will require the following **CLEANING ACTIVITIES**:

##### DAILY:

##### A. OFFICES, CLASSROOMS AND COMMON AREAS [Kitchen not included] (CLEANING ACTIVITIES)

1. Carpeting will be vacuumed.
2. Tile floors will be swept, spot wet-mopped, and spray & buffed. Rugs and furniture will be moved to ensure that dirt is removed from unseen floor areas.
3. Trash receptacles will be emptied and trash removed to designated area three times per day. Liners will be replaced when soiled or torn, containers will be cleaned as necessary.
4. Desks, file cabinets and furniture will be dusted.



5. Dust telephones, calculators, and other desk items (except computers)
6. Drinking fountains will be cleaned and disinfected.
7. Entrance doors, metal kick plates, and push plates will be cleaned and dry polished.
8. HS Area rugs and EHS wall to wall carpet will be spot cleaned and /or steam cleaned as required, once per month at a minimum.
9. The requirements of the AVANCE Indoor/Outdoor check list will be met daily (See Outside Areas below)

**B. RESTROOM SANITATION (SCHEDULE & CLEANING ACTIVITIES)**

1. Floors will be wet-mopped and cleaned with a disinfectant solution, paying particular attention to areas around urinals and toilet bowls.
2. Commodes, urinals and wash basins will be scoured and disinfected, twice daily removing scale and stains.
3. Disinfect both sides of toilet seats, dust and clean restroom signage and doors.
4. Mirrors and bright metal will be cleaned and polished.
5. Trash and sanitary napkin receptacles will be emptied, cleaned and sanitized, and liners replaced.
6. Clean and polish mirrors, clean and disinfect sinks and countertops.
7. Fill dispensers with soap, paper towels, toilet paper, and sanitary napkins.

**C. OUTSIDE AREAS (CLEANING ACTIVITIES)**

1. Pick up trash on the grounds (parking lot area/playgrounds)
2. Empty outside trash receptacles
3. Monitor and adjust playground ground sprinkler system as needed
4. Maintain playground mulch by removing debris and raking smooth.

**WEEKLY CLEANING:**

**A. Offices, Classrooms and Common Areas**

1. Dust vertical surfaces of desks, file cabinets, chairs, tables and clean phones with a treated cloth.
2. Vacuum all carpeting taking care to get into corners and under desks.
3. Low dusting of corners, baseboards, and dusting of window sills and picture frames.

**MONTHLY CLEANING**

**A. Offices, Classrooms and Common Areas**

High dusting of blinds, ledges, vents, window frames, and pictures.

**B. RESTROOMS**

1. Perform high dusting of and vacuum ceiling vents.
2. Pour clean water down floor drains to prevent sewer gases from escaping

**SPECIAL SERVICES AND MISCELLANEOUS INFORMATION**

**A. FLOOR CARE (Approximately 18,000 square feet)**

1. Vinyl/tile floors in halls and classrooms will be sprayed and buffed once a week.
2. Corners of rooms, edges of halls, etc. shall be hand cleaned if necessary to prevent old wax build up. Specifically, nowhere will wax build-up be allowed due to failure of buffers to clean 90 degree corners or edges.



**B. ADDITIONAL SERVICES**

Any substantial additional cleaning required resulting from new construction, renovations, installations or facility repairs will be separately negotiated.

**C. PAPER PRODUCTS**

All paper products, i.e. toilet paper, paper towels, ladies sanitary supplies, trash can liners, kitchen cleaning supplies, and hand soap will be furnished by Mangum Education Center/AVANCE-Houston, Inc.

**D. EQUIPMENT AND SUPPLIES**

Additionally, vendor will furnish all janitorial supplies and equipment necessary to properly complete the work as specified in this proposal.

**E. SUMMER MONTHS AND VACATION WEEKS OF HS/EHS STUDENTS**

AVANCE Houston shall NOT pay for custodial services for the months of June 1 through July 31 of each contract year. Routine custodial services for those two months shall be provided by AVANCE Houston, Inc. HS/EHS staff.

As the building has no HS/EHS students during the following periods AVANCE-Houston vendor shall not provide and AVANCE Houston shall NOT pay for custodial services for:

- the last week of May (AVANCE Houston will pay for 3 weeks of May at vendor's pro rata weekly rate.)
- the first two weeks of August (AVANCE Houston will pay for 2.5 weeks of August at vendor's pro rata weekly rate.)
- the last two weeks of December (AVANCE Houston will pay for 2 weeks of December at vendor's pro rata weekly rate.)

**Summer Floor Complete Strip and Wax**

Between June 1 through July 31 vendor shall strip and wax all AVANCE floors in the Mangum Education Center at a total cost of (Enter Vendor's bid Price) \$\_\_\_\_\_.

AVANCE-Houston custodial staff will provide custodial services as needed for these student vacation periods.

**F. PRICING ADJUSTMENTS**

Vendor shall pay all state and federal payroll taxes to vendor's staff.

**G. INSURANCE**

Vendor will carry and maintain in force Worker's Compensation, General Liability, and Fidelity Bonding Insurance. Proof of such will be furnished with the Response to Request for Proposal. Vendor must furnish written proof of continuous general liability and bonding insurance.

**H. HOLIDAYS**

AVANCE Houston shall observe vendor's declared holidays and Vendor shall state its declared Holidays in the Response to RFP. Should AVANCE Houston need vendor employees to work on a vendor holiday, the parties will agree in writing to the vendor's pay rate and scope of work, in writing, prior to the holiday.



**I. PERFORMANCE AND CONTROL**

1. Work and labor provided by vendor will be done by vendor as an independent contractor and under vendor's direct management, supervision and control. Vendor's employees must be bonded, insured and trained.
2. Any irregularities in the facility such as leaky faucets, toilet stoppages, broken glass, or signs of vandalism will be reported to the AVANCE Houston Mangum offices as soon as possible.

**J. CANCELLATION AND EXTENSION PERIOD**

This contract shall be in effect for one year, however, it may be terminated at any time during this period by either party by giving ninety (90) days written notice prior to its expiration.

It is further understood and agreed that this contract will continue in full force and effect for another like period, under the same terms and conditions as set forth above, unless either party gives ninety (90) days written notice prior to its expiration.

**K. NON COMPETE**

AVANCE Houston agrees not to hire any employee of vendor or allow any employee of vendor to otherwise work on AVANCE Houston premises for any reason, for the term of nine (9) months following the termination of this Contract in any location of Avance Houston.

**L. SECURITY**

AVANCE Houston shall be responsible for securing all valuables nightly, particularly, cash drawers shall be locked and valuable items such as small calculators, radios, cash, and other personal property or effects shall be securely locked in drawers, etc.

AVANCE Houston agrees that all items will be properly secured, and should any items(s) be reported as missing, such incident shall be reported within twenty four (24) hours to Vendor Management and the proper law enforcement authorities.

Vendor shall not store its major equipment such as large commercial buffers, large carpet cleaners, etc. on AVANCE Houston premises. If "routine" floor equipment shall be stored on AVANCE premises, it shall be stored in a locked space for which vendor shall have the door key.

Vendor will assume responsibility for securing the facility and outside gates upon leaving the premises each day/night. The security code will be kept confidential.

**M. EMPLOYEE REQUIREMENTS**

1. Vendor will require all custodians to obtain the following in accordance with Texas Childcare Licensing and Head Start requirements: TB skin test (every two years), criminal background check (every year) (\$2.00), and FBI Finger printing (\$45.00). Vendor will assume responsibility for payment of these employee costs. In addition, Vendor will provide AVANCE Houston, Inc. with documentation of the results of the skin tests and background checks as both Head Start and Texas Child Care Licensing regulations mandate this information in the files of adults who are around the Centers' children "routinely." AVANCE Houston will maintain a file at the Mangum Education Center for each vendor staff person. The vendor's files will be stored in a confidential manner under lock and key.

2. Vendor's staff must adhere to AVANCE Houston's confidentiality policies, which include a statement of acknowledgement.





- 3. Vendor's staff will adhere to AVANCE Houston's code of conduct standards, agency policies and procedures, Texas Childcare Licensing requirements, and Head Start Performance Standards.

*AVANCE Houston, Inc. has the right to demand a replacement for any Vendor staff whose medical screenings and/or background checks pose a threat to the safety or health of participants and employees.*

- 4. Vendor will immediately notify the Mangum Education Center of employee sick calls and altered schedules. Vendor must provide substitute janitors to assume duties in the absence of full time vendor staff.
- 5. Vendor's staff will participate in joint training sessions with the AVANCE Houston facilities department, with prior written agreement between both companies regarding scheduling.

Day time: 2 Janitors (8 hours each day per person starting at 7:00 or 8:00 a.m. as agreed)

Evening: 2 Janitors (8 hours each evening per person)

**N. MEDIATION**

Prior to filing a workman's lien or any other type of lawsuit, the parties agree to a one half day mediation.

**O. CONSIDERATION (Vendor's Bid)**

Vendor's ANNUAL Fees without Summer Strip and Wax all Floors \$ \_\_\_\_\_

Vendor's ANNUAL Fees including Summer Strip and Wax all Floors \$ \_\_\_\_\_

**P. Preliminary Term**

Anticipated for March 15, 2011, through February 28, 2012

**Q. Written Agreement**

All of the final contract terms shall be in writing, and there will be no verbal terms. Likewise, this writing constitutes all of the Request for Proposal and there are no verbal terms.

**END of Request for Proposal for Mangum Center Custodial Services**