



Request for Proposals (RFP)
for
JANITORIAL SERVICES
for
SERCO, Inc. dba SERCO of Texas, Inc.
Houston - North Region Operations

RFP Release Date: July 13, 2026

Proposal Due Date: August 3, 2026, at 12:00 PM (CDT)

SERCO of Texas is an Equal Opportunity employer/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

Relay Texas: 1-800-735-2989 (TDD); 1-800-735-2988 (Voice); 1-800-662-4954 (Español); or 7-1-1.

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I. INTRODUCTION

SERCO of Texas, Inc. (SERCO), contractor for the Houston/Galveston Workforce Development Board North Region Workforce Solutions Career Center Operations, is seeking competitive proposals from qualified janitorial service providers to furnish comprehensive commercial janitorial services for designated Workforce Solutions facilities.

The resulting contract shall be awarded on a best-value basis, consistent with 2 CFR Part 200, Texas Comptroller procurement requirements, Texas Workforce Commission guidance, and SERCO procurement policies.

II. BACKGROUND

SERCO is a workforce development organization that operates across multiple Workforce Development Board areas, such as: South Texas (Laredo, TX), Brazos Valley (Bryan, TX), Alamo (San Antonio, TX), Heart of Texas (Waco, TX), Concho Valley (San Angelo, TX), and the Gulf Coast (Houston and Galveston, TX). SERCO delivers a wide array of services, including job seeker support, employer engagement, youth workforce programs, and childcare assistance. These services are funded under federal to state programs such as: Workforce Investment Opportunities Act W(IOA), Temporary Assistance to Needy Families (TANF/Choices), and Supplemental Nutrition Assistance Program, Employment and Training (SNAP E&T).

SERCO supports approximately 360-370 employees operating in both office and remote work environments and maintains strong partnerships with regional stakeholders, employers, and state agencies to provide high-quality workforce solutions throughout the State of Texas. SERCO manages Workforce Solutions Career Centers serving job seekers, youth participants, employers, educational institutions, and community organizations throughout the Houston/Galveston North Region.

Maintaining clean, sanitary, safe, and professional facilities is essential to customer service, employee safety, public health, and protection of public assets. SERCO currently requires janitorial services for eight Workforce Solutions Career Office locations.

The existing janitorial services contract expires September 30, 2026, requiring a competitive procurement to ensure uninterrupted services beginning October 1, 2026.

III. SCOPE OF WORK

A. General Requirements

The Contractor shall provide all labor, supervision, materials, supplies, equipment, transportation, management, and incidentals necessary to perform professional janitorial services at designated Workforce Solutions offices.

Services shall be performed in a manner that maintains facilities in a clean, sanitary, safe, and professional condition.

The Contractor shall comply with all applicable OSHA, federal, state, and local regulations.

B. Routine Janitorial Services

Daily Services

Services may include:

- Empty trash receptacles and replace liners
- Clean and sanitize restrooms
- Restock restroom consumables
- Clean sinks, toilets, urinals, partitions, dispensers, and mirrors
- Sweep and mop hard-surface flooring
- Vacuum carpeted areas
- Spot-clean walls and doors
- Clean entrances and lobbies
- Wipe and disinfect high-touch surfaces
- Clean breakrooms and staff kitchens
- Remove visible debris from exterior entry areas

Weekly Services

- Dust furniture and surfaces
- Clean window ledges and sills
- Clean interior glass
- Detail-clean restrooms
- Vacuum edges and corners
- Dust vents and accessible fixtures
- Clean conference rooms and training rooms

Monthly Services

- High dusting
- Floor machine scrubbing, where applicable
- Detailed cleaning of common areas
- Cleaning of baseboards
- Deep cleaning of break rooms
- Detailed cleaning of entryways

Quarterly Services

- Carpet extraction and spot treatment
- Floor stripping and refinishing, if applicable
- Deep cleaning of tile and grout
- Detailed cleaning of high-traffic areas

C. Restroom Sanitation Requirements

Contractor shall ensure:

- Continuous availability of soap
- Toilet tissue replenishment
- Paper towel replenishment
- Sanitary disposal maintenance
- Odor control
- Appropriate disinfecting practices

All restroom surfaces shall be cleaned using commercial-grade disinfectants.

D. Floor Care Program

The Contractor shall provide:

- Vacuuming
- Sweeping
- Damp mopping
- Burnishing
- Machine scrubbing
- Stripping and refinishing
- Carpet cleaning

Contractor shall provide a written floor maintenance schedule.

E. Supplies and Consumables

The Contractor shall indicate whether the following are included:

- Paper towels
- Toilet tissue
- Hand soap
- Trash liners
- Air fresheners
- Sanitizing products

Any exclusions must be clearly identified.

F. Green Cleaning Practices

Proposers are encouraged to utilize environmentally responsible products and practices, including:

- Green-certified cleaning chemicals
- Low-VOC products
- Sustainable cleaning methods
- Recyclable packaging

G. Safety Requirements

The Contractor shall:

- Maintain OSHA compliance
- Provide Safety Data Sheets (SDS)
- Train employees on safe chemical handling
- Secure chemicals and equipment
- Report accidents immediately

H. Staffing Requirements

Contractor shall:

- Employ trained janitorial personnel
- Maintain adequate staffing levels
- Provide backup personnel
- Minimize service interruptions
- Maintain supervisory oversight

A designated account manager shall serve as SERCO's primary contact.

I. Quality Assurance

The Contractor shall maintain a quality assurance program that includes:

- Routine inspections
- Supervisor reviews
- Corrective action procedures
- Issue tracking
- Customer communication

J. Emergency and Special Cleaning Services

Proposers may provide pricing for:

- Emergency cleanup
- Weather-related cleanup
- Water intrusion response
- Construction cleanup
- Special event support
- Additional day porter services

IV. OFFICE LOCATIONS

- Acres Homes – 6730 Antoine Drive, Houston, TX 77091
- Conroe – Interstate 45 North #2218, Conroe, TX 77301
- Cypress Station – 70 FM 1960 West, Houston, TX 77090
- Humble – 9668 FM 1960 Bypass Road West, Humble, TX 77338

- Huntsville – 291A Interstate 45 South, Huntsville, TX 77340
- Liberty – 2131 Highway 146 Bypass, Liberty, TX 77575
- Northeast – 11939 Eastex Freeway, Houston, TX 77039
- Willowbrook – 17725 Tomball Parkway, Houston, TX 77064

V. QUALIFICATIONS

Proposers shall demonstrate:

- Minimum three years of commercial janitorial services experience
- Experience servicing multi-site office facilities
- Ability to service government, workforce, educational, or public facilities
- Financial stability
- Trained personnel
- Quality control program
- OSHA compliance program
- Ability to meet staffing requirements
- Adequate insurance coverage

VI. VETERAN HEROES UNITED IN BUSINESS (VETHUB)

Veteran Heroes United in Business (VetHUB) is a program administered by the Texas Comptroller of Public Accounts that supports the certification of Service-Disabled Veteran-Owned Businesses (SDVOBs). The program is intended to promote business growth and increase participation by service-disabled veteran-owned businesses in State of Texas contracting opportunities.

SERCO encourages participation from qualified businesses, including those certified through the VetHUB program. Respondents may indicate their VetHUB certification status in their response; however, VetHUB certification will not be used as a scored evaluation criterion in this procurement.

VII. PROPOSAL REQUIREMENTS

Proposals must include, in the order listed below:

1. Transmittal Letter (on company letterhead)
2. Company Overview
3. Proposal Coversheet (**Attachment A**)
4. Certification of Applicant (**Attachment B**)
5. Service Approach and Proposer's Qualifications (**Attachment C**)
6. Proposed Fee Structure (Cost) Information (**Attachment D**)
7. References (**Attachment E**)
8. Certification Regarding Conflict of Interest (**Attachment F**)

9. Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters, and Drug-Free Workplace Requirements (**Attachment G**)
10. Certification Regarding Implementation of Non-Discrimination & Equal Opportunity Provisions (WIOA) (**Attachment H**)
11. Texas Corporate Franchise Tax Certification (**Attachment I**)
12. State Assessment Certification (**Attachment J**)
13. Undocumented Worker Certification (**Attachment K**)
14. List of Key Personnel Assigned to this Contract
15. Certifications of Insurance
16. Assurances and Certifications (signed/dated)
17. Other documents (e.g., staff bios, etc.)

Proposals must include all required attachments, with assurances and certifications signed and dated. If not applicable to Applicant, submit required attachment stating, “Not Applicable.”

VIII. EVALUATION CRITERIA

Evaluation Factor	Max Points
Responsiveness to RFP	20
Experience & Qualifications	20
Staffing & Quality Assurance Plan	20
Service Approach	15
Cost / Best Value	20
References & Compliance	5
Total Possible Points	100

Cost will not necessarily be the sole determining factor. Award will be based on best value to SERCO.

IX. PROCUREMENT TIMELINE

Copies of this RFP and any subsequent updates or addendums will be posted on the **SERCO of Texas, Inc. website** <https://www.sercooftexas.com/procurement> beginning **July 13, 2026**. Vendors are encouraged to check the website regularly for any notices or revisions related to this solicitation.

The projected timeline is presented below. The dates are tentative and may be changed at the SERCO’s discretion.

RFQ Issue Date	July 13, 2026
Deadline for Written Questions	July 20, 2026

Final Q&A Posted to Website	July 23, 2026
RFQ RESPONSES DUE	August 3, 2026, at 12:00 p.m. (CDT)

Questions

No pre-bid or pre-proposal conference will be held for this solicitation. All questions regarding this RFP must be submitted in writing via email to ktaveras@sercohq.com by **July 20, 2026, no later than 5:00 p.m. (CDT)**.

Responses to all questions received by the deadline will be compiled and sent to all known proposers by **July 23, 2026**, to ensure fairness and transparency.

X. SUBMISSION INSTRUCTIONS

Proposals shall be submitted electronically to:

Katherine Taveras
Executive Administrative Coordinator
ktaveras@sercohq.com

Late proposals will not be accepted. Vendors are responsible for ensuring timely delivery of their submissions.

XI. CONTRACT TERM AND RENEWAL

Initial contract term: **October 1, 2026, through September 30, 2027**

SERCO may renew the contract annually based upon:

- Funding availability
- Business need
- Contractor performance
- Successful negotiations

The total contract period shall not exceed three (3) years through September 30, 2029. This structure reflects the janitorial services procurement justification and operational continuity requirements.

SERCO reserves the right to terminate the contract at any time due to performance issues, non-compliance, or failure to meet compliance-related expectations.

XII. ADMINISTRATIVE REQUIREMENTS & GOVERNING PROVISIONS

Governing Provision:

- All proposals submitted to SERCO of Texas in response to this RFP will become the exclusive property of SERCO of Texas.
- A proposal, if accepted, may become the basis for the contract scope of work.
- The purpose of the RFP is to ensure uniform standards and information in the solicitation of proposals for *requested goods/services*. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit SERCO of Texas to pay for any costs incurred in the preparation of a proposal or any other costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by SERCO of Texas.
- SERCO of Texas reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.
- This is a negotiated procurement utilizing the Request for Proposal/Bid method, and as such, the selection and award of a contract does not have to be made to the proposer with the lowest priced, but rather to the proposer submitting the best value proposal that satisfies SERCO of Texas with price and other factors considered.
- SERCO of Texas reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFP.
- SERCO of Texas reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. SERCO of Texas will provide notification of any changes to all known Proposers.
- SERCO of Texas reserves the right to request additional information, clarification, or explanation of any aspect of a proposal submitted in response to this RFP.
- SERCO of Texas reserves the right to negotiate the final terms of all contracts or agreements with selected Proposers. Any contract terms negotiated as a result of this RFP may be renegotiated and/or amended in order to meet the needs of SERCO of Texas.
- SERCO of Texas reserves the right to contact any individual, agency, employer, or grantee listed in a proposal, or to contact others who may have experience or knowledge of the Proposers' relevant performance and/or qualifications; and to

request additional information from all Proposers to this RFP.

- SERCO of Texas reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc. of any entity selected for a contract award. This may occur prior to, or after the award or execution of a contract. Any misrepresentation of the Proposers' ability to perform as stated in the proposal may result in the disqualification of the Proposers or the cancellation of any contract awarded as a result of this RFP.
- SERCO of Texas reserves the right to withdraw or reduce the amount of any award or to cancel any contract resulting from this procurement if adequate funding is not available or due to legislative changes.
- SERCO of Texas reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts or sources during the contract term.
- SERCO of Texas reserves the right to negotiate with the next highest ranked offer if unable to execute an agreement with the awarded Proposers.
- Proposers shall not engage in any activity which would restrict or eliminate competition under this procurement. Violation of this provision may cause a Proposers to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.
- Proposers shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any board member, officer, employee, proposal evaluator, authorized agent of the SERCO or elected official for the purpose of having an influencing effect on this procurement.
- Proposers shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any board member, officer, employee, proposal evaluator, authorized agent of SERCO of Texas, or elected official for purposes of having an influencing effect on this procurement.
- No SERCO of Texas Staff member, officer, employee, or authorized agent of SERCO of Texas shall participate in the selection, award, or administration of a contract supported by state/federal funds if a conflict of interest, real or apparent, is involved.
- All proposals submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product

of others and submitted hereunder as original work of the Proposers without written authorization and proper citation, is prohibited. Failure to adhere to this requirement may cause the proposal to be disqualified. All proposals and accompanying attachments will become the property of SERCO of Texas after submission and will not be returned.

- The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Proposers must intend to fulfill all the representations in their proposal. Failure of a Proposers to accept this obligation may result in the cancellation of an award or contract. No pricing error or mistake shall be available to successful Proposers as a basis for release from proposed services. Any damage incurred by SERCO of Texas because of a successful Proposers' failure to contract may be recovered by the proposing entity.
- A contract with the selected Proposers may be withheld, at the sole discretion of SERCO of Texas, if issue of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of SERCO of Texas.
- SERCO of Texas reserves the right to deem as non-responsive or to disqualify any proposal that, in its sole discretion, does not comply with or conform to the terms, conditions, specifications, and/or requirements contained in this RFP.

Administrative Requirements

- Selected vendor must maintain compliance with all applicable TWC procurement and fiscal guidelines.
- Travel costs and procurement markups must be clearly identified in the pricing section.
- SERCO of Texas may provide any training and/or technical assistance needed by the selected contractor regarding policies, documents, procedures, etc. that are specific to the solicited services.
- Employees of the contractor are subject to exclusive control and supervision of the contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, criminal background checks, training, evaluation, etc. for its employees.
- Proof of insurance is not a requirement for the submission of a proposal, but the selected Proposers will be required to obtain and provide proof for all insurance

specified in this RFP and provide SERCO of Texas with proper certificates or policies prior to commencing work under a contract resulting from this RFP. SERCO of Texas must be listed as an additional insured on the Certificate of Insurance. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations of coverage during the term of the contract must be immediately communicated to SERCO of Texas. The following insurances/bonding are required:

- General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFP. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence.
- Errors and Omissions – Contractor must carry ‘errors and omissions’ insurance or the equivalent. Contract funds, including federal funds, may be used to pay for Errors and Omissions insurance and any required deductibles.
- Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1,000.
- Workers’ Compensation – Contractor must ensure that all employees are covered by worker’s compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFP.
- If applicable, the contractor, including all its employees, must comply with all Information Technology access and user policies and requirements of SERCO of Texas. Additionally, all participant data must be protected, and the release of information must follow the rules and regulations on disclosure and privacy of information.
- The contractor must ensure the security and confidentiality of participant data, adhering to all relevant laws and regulations regarding the protection and privacy of

information. Any breaches of data security must be reported immediately to SERCO of Texas.

- The contract may be monitored by local, state, and federal agencies to ensure compliance with all applicable laws and regulations. The contractor must cooperate fully with any monitoring or oversight activities conducted by these agencies.
- The contractor must maintain all records and files related to the operation of the entity's activities as it pertains to this contract. These records must be kept in a manner that is accessible and available for review by authorized entities to ensure compliance with the terms of the contract.

XIII. APPEALS

A proposer who wishes to protest the decision will be required to notify SERCO of Texas' Regional Director, Manuel Ugues, in writing, within ten (10) calendar days from the date of the notification letter. The email must be addressed to mugues@sercohq.com and include the following in the subject line: **Dated Material Enclosed - RFP MONITORING SERVICES**

The complainant's email letter must specify the nature of the protest and any desired remedies of action. SERCO reserves the right to determine whether the protest is valid and merits further consideration.

ATTACHMENT A

PROPOSAL COVERSHEET

Legal Name of Proposing Entity	
Mailing Address	
Authorized Contact/Signatory Authority	
Phone Number	
Fax Number	
E-Mail	
Type of Organization	☐ Private for-profit ☐ Private non-profit ☐ Government Agency ☐ Partnership ☐ Sole Proprietor ☐ Other (specify)
Date Established	
Federal EIN	
Texas State Comptroller ID Number	
VetHUB	☐ Yes (if yes, attach current certificate) ☐ No
Name Title of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ATTACHMENT B

CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this application and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee of SERCO of Texas (SERCO), director or agent, has assisted in the preparation of this application. I acknowledge that I have read and understand the requirements and provisions of the RFP / RFQ / RFA, and that this organization will comply with SERCO policies and other applicable local, state, and federal regulations and directives governing this procurement process.

I, _____, certify that I am the _____
(Typed Name) (Typed Title)

of the corporation, committee, commission, association, or public agency named as Applicant herein and that I am authorized to sign this proposal and submit it to SERCO on behalf of said organization by authority of its governing body or owners. I authorize SERCO to verify references and stated performance data and to conduct other background checks, as it deems necessary.

ATTESTATION:

(Applicant's Signature)

(Collateral Signature)

(Typed Name)

(Typed Name)

(Typed Title)

(Typed Title)

(Date)

(Date)

ATTACHMENT C

SERVICE APPROACH AND PROPOSER'S QUALIFICATIONS

The proposer will complete the following questions in response to the service approach to be used in meeting the RFP's scope of work. Please provide details of **"How"** you will meet the project specifications and deliver services. Additionally, include information as to the qualifications of individuals assigned to this contract. **Please respond to the questions listed below. Your answers should be brief, clear, and correspond to each numbered item. Combined responses shall not exceed three (3) pages.**

1. Describe your firm's janitorial experience during the past five years.
2. Describe your staffing and recruitment strategy.
3. Describe quality assurance procedures.
4. Explain supervisory oversight processes.
5. Describe your cleaning schedule methodology.
6. Explain restroom sanitation procedures.
7. Describe floor care capabilities.
8. Explain emergency response cleaning services.
9. Describe environmentally responsible cleaning practices.
10. Explain employee training programs.
11. Describe safety and OSHA compliance procedures.
12. Describe experience serving public-sector facilities.

ATTACHMENT D
PROPOSED FEE STRUCTURE

Offerors must complete all applicable fields and identify whether each cost is included in the base monthly price, billed separately, one-time, optional, or not applicable. Pricing must be clear enough to support side-by-side evaluation and cost reasonableness review.

A. Monthly Janitorial Services

Location	Monthly Cost
Acres Home	
Conroe	
Cypress Station	
Humble	
Huntsville	
Liberty	
Northeast	
Willowbrook	

B. Included Routine Services

Service	Included (Y/N)
Daily Cleaning	
Restroom Sanitation	
Trash Removal	
Floor Care	
Interior Glass Cleaning	
Consumable Restocking	

C. Periodic Services

Service	Unit Cost
Carpet Extraction	
Floor Strip & Wax	
Deep Cleaning	
Construction Cleanup	
Day Porter Services	

D. Supplies

Service	Included (Y/N)	Unit Cost
Paper Towels		
Toilet Tissue		
Hand Soap		
Trash Liners		

E. Optional Services

Service	Unit Cost
Emergency Cleanup	
Special Event Cleanup	
Weekend Services	
Additional Day Porter	

F. Price Escalation

Provide proposed annual rate adjustments for Years 2 and 3.

G. Pricing Summary

Provide total evaluated annual cost and total potential contract value.

ATTACHMENT E

REFERENCES

Please provide at least three (3) references for clients for whom you have provided similar services within the past five (5) years. Each reference should be able to speak to your performance, quality of service, and outcomes.

Reference #1

- Client Organization Name:
- Contact Person & Title:
- Phone Number:
- Email Address:
- Brief Description of Services Provided:
- Dates of Service:

Reference #2

- Client Organization Name:
- Contact Person & Title:
- Phone Number:
- Email Address:
- Brief Description of Services Provided:
- Dates of Service:

Reference #3

- Client Organization Name:
- Contact Person & Title:
- Phone Number:
- Email Address:
- Brief Description of Services Provided:
- Dates of Service:

ATTACHMENT F

CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this proposal, Proposer covenants and affirms that:

1. No manager, employee or paid consultant of the Proposer is a member of the SERCO of Texas, Inc., the Executive Director, or an employee of the SERCO of Texas, Inc.
2. No manager or paid consultant of the Proposer is married to a member of the SERCO of Texas, Inc., the Executive Director, or an employee of the SERCO of Texas, Inc.
3. No member of THE SERCO OF TEXAS, INC, the Executive Director, or employee of the SERCO of Texas, Inc. owns or controls more than a 10 percent interest in the Proposer.
4. no spouse or member of the SERCO of Texas, Inc., Executive Director or employee of the SERCO of Texas, Inc. is a manager or. paid consultant of the Proposer.
5. No member of the SERCO of Texas, Inc., the Executive Director or employee of the SERCO of Texas, Inc. receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code.
6. Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
7. Should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the SERCO of Texas, Inc. and shall immediately refund to the SERCO of Texas, Inc. any fees or expenses that. May have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the SERCO of Texas, Inc. relating to that contract.

Disclosure of Potential Conflict of Interest {Please describe):

Name of Organization

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date

ATTACHMENT G

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

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Acts, Title 31 U.S. Code, for the Department of Agriculture (7 CFR part 3018), Department of Labor (20 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned contractor states that:

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 any 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.

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 (SF-LLL), "Disclosure of Lobbying Activities", in accordance with its instructions.

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), and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it or its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted 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;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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).

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

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an on-going drug-free awareness program to inform employees of the dangers of drugs in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

Providing each employee with a copy of the Contractor's policy statement.

Notifying the employees in the Contractor's policy statement that, as a condition of employment under the grant, employees will abide by the terms of the policy statement and notifying the Contractor in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace.

Notifying the grantor agency, SERCO of Texas in writing, within ten (10) calendar days of the Contractor's receipt of a notice of conviction of an employee.

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.

Name of Organization

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date

ATTACHMENT H

CERTIFICATION REGARDING IMPLEMENTATION OF THE NON-DISCRIMINATION & EQUAL OPPORTUNITY PROVISIONS AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

As a condition to the award of financial assistance from the Department of Labor (DOL) under Title I of the Workforce Innovation and Opportunity Act (WIOA), the Proposers assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 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 WIOA 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, 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 Proposers also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Proposers' operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Proposers understands that the United States has the right to seek judicial enforcement of this assurance.

Applicant's Signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Name of Organization

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date

ATTACHMENT I

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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

The undersigned certifies that the following statement is true and correct and that the undersigned understands making a false statement will prevent SERCO of Texas from contracting with the proposing organization.

Indicate the certification that applies to your corporation by checking the appropriate box:

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

☐ The corporation is a not-for-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas for the following reason(s):

☐ Not applicable. The applicant is not a corporation.

Name of Organization

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date

ATTACHMENT J

STATE ASSESSMENT CERTIFICATION

Applicants must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Applicants must also certify that they have not outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the Applicant certifies that the following statements are true and correct and that the undersigned understands that making a false statement will prevent SERCO of Texas from contracting with the organization.

The corporation certifies, by checking the boxes below, 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.

Name of Organization

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date

ATTACHMENT K

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 SERCO of Texas 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.

CERTIFICATION

Name of Individual or Organization submitting application:

Signature of Authorized Representative

Date

Typed/Printed Name and Title of Authorized Representative

Date