

# REQUEST FOR STATEMENT OF QUALIFICATIONS

*Issued by*



*For*

## ARCHITECTURE/CERTIFIED SPACE PLANNING SERVICES

Responses 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: February 12, 2019, 2:00 p.m. (C.S.T.)

**Copies of the Request for Qualifications (RFQ) are available February 12, 2019, 2:00 p.m. (C.S.T.)**

**Pre-Proposal Conference: Thursday, February 14, 2019, 10:00 a.m. (C.S.T.)**

**Proposal Submission Date: Monday, February 25, 2019, 4:00 p.m. (C.S.T.)**

Procurement is open and subject to the availability of funds.

A proud partner of the  network

*Workforce Solutions is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply. Auxiliary aids and services are available upon request to individuals with disabilities. Telephone access is available by dialing 711 or you can also call (512) 936-0342; (TDD): 1-800-735-2989, Voice 1-800-735-2988.*

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## **PART 1.0 – GENERAL INFORMATION**

### **1.1 Background**

Workforce Solutions of the Coastal Bend (WFSCB) is a non-profit, tax-exempt organization that serves as the Workforce Board. WFSCB oversees workforce development programs in the Coastal Bend region. As the grant recipient and administrative entity, WFSCB is responsible for the planning, evaluation, and oversight of workforce related programs. WFSCB primarily receives funding from the United States Department of Labor through the Texas Workforce Commission (TWC).

WFSCB serves an 11-county region consisting of the following counties: Aransas, Bee, Brooks, Duval, Jim Wells, Kennedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio. The services provided are center around the two urban One-Stop Career Centers located in Corpus Christi. Other workforce centers are located in the following cities: Sinton, Alice, Beeville, and Kingsville. WFSCB also operates satellite offices in Falfurrias and Rockport.

The workforce board is supported by the board professionals, led by the Chief Executive Officer/President. WFSCB mission is to invest in the area's regional economic success through access to jobs, training, and employer services. To accomplish this mission the WFSCB has adopted the following strategies:

- Collaborate with industry, education, economic development and labor to develop a comprehensive regional workforce strategic plan;
- Develop a trainable and available workforce;
- Provide workforce-relevant educational and training opportunities for youth;
- Provide child care assistance to eligible families for employment and training activities.

### **1.2 Purpose of Request for Statement of Qualifications (RFSQ)**

WFSCB is seeking a qualified firm or individual to provide **Architecture or Certified Space Planning Services** for assessing interior design and space boundaries of various Workforce Centers located in the eleven county region on case by case basis. The purpose of this RFSQ is to solicit responses that may result in a contract with a qualified contractor to obtain services. WFSCB anticipates exploring any viable alternative for providing these services and may decide, after reviewing qualifications submitted, not to enter into any agreement.

### **1.3 Eligible Respondents**

Individuals or organizations possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with WFSCB may respond to this RFSQ. WFSB intends to contract with one or more qualified respondent(s) based upon the qualifications of the respondent and the categories of services it is able to provide.

Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFSQ.

## **1.4 Services Solicited**

The selected Contractor(s) will collaborate with WFSCB Board staff and Workforce Center staff to provide the necessary interior design services to include but not limited to space planning and design. Color schemes, furnishings and wall coverings are established based on other Workforce Center designs. It is WFSCB's desire to maintain a consistent scheme.

The scope of work shall include, but not limited, to the following:

1. Prepare space plans for Workforce Center office space to include:
  - 1/8" scale space plan illustrating the redesigned configuration of the space;
  - Furniture, fixture, and equipment layout design specifications; and
  - A pricing package to assist in determining a construction budget. This package will be an extension of the space plan and include construction notes relating to allowances, specific equipment or installation procedures, and specifications for mechanical, electrical, and plumbing requirements.
  
2. Prepare furniture specifications and develop Request for Proposals (RFP) for furniture purchase to include:
  - Produce a design package illustrating proposed furniture selections consisting of cut sheets and product photos along with cost and delivery options. Coordinate fabric and finishes with décor of the new facility(s).
  - Prepare an RFP describing the client's furniture, fixture and, equipment requirements.
  - Prepare written specifications for use in competitive bidding and purchase of new or refurbished products.
  - Provide an analysis comparing price information obtained from three (3) to five (5) RFP respondents.
  - Coordinate tours with client representatives through manufactures/dealership showrooms.
  - Provide negotiations assistance to the WFSCB with the selected manufacture/dealer in order to produce a purchase order.
  - Provide on-site supervision during installation, as needed.
  - Provide post installation inspection of the product(s); produce punch list of product items to be corrected, repaired, or reordered.

## **1.5 Constraints on the Contractor**

The Contractor will perform all work under the direction of the President/CEO or his designee. The Contractor must provide a point of contact.

## **1.6 WFSCB Responsibilities**

WFSCB will provide the Contractor access to all personnel, rooms, and departments necessary for completion of the work to be performed.

## **1.7 Subcontracting**

Any subcontracting must be specified in the response and approval must be granted by the WFSCB prior to the execution of any contract resulting from this RFSQ. All subcontracting is subject to applicable federal, state, and local laws, rules and regulations and policies. If the respondent proposes to subcontract any of the above services and

activities to be provided, the respondent must indicate which services and activities will be subcontracted and the rationale behind using subcontractors instead of providing the services directly. The respondent must also describe how subcontractors were (or will be) procured and selected, their qualifications, as well as the basis for payments. Subcontractors are subject to the same requirements as the respondent under this RFSQ and resultant contract.

## **PART 2.0 - CONTRACT INFORMATION**

### **2.1 Award Notification**

WFSCB intends to contract with one or more qualified Respondents based upon the qualifications of the Respondent(s) and the categories of services it is able to provide. The actual amount of a contract award will be based on the proposed budget, availability of funds, and the standards for the use of the funds (i.e., all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories.)

### **2.2 Contract Period and Contract Renewals**

The initial contract will be awarded for a period of approximately seven to eight months ending on September 30, 2019. The contract may be renewed for an additional three (3) one-year periods beyond the original acceptance award for a total not to exceed four (4) years. The contract renewals are at the discretion of the WFSCB and is based on need, availability of funds, satisfactory performance, and successful contract negotiations.

### **2.3 Contract Selection and Appeal Process**

- I. All proposals considered must be responsive to the RFSQ instructions.
- II. WFSCB will base its selection on responsiveness to the RFSQ, qualifications, related experience, and demonstrated ability/references. Reasonableness of costs will also be reviewed, but will not be considered as part of the evaluation process.
- III. Any proposal receiving a score of less than "70" will be declared non-responsive.
- IV. WFSCB will make a good faith effort to award contracts to Historically Underutilized Businesses (HUB's).
- V. All proposers will receive notification of the award status. A proposer who wishes to appeal the decision will be required to notify WFSCB Complaint Officer, in writing, within fifteen (15) days from the date of the notification letter. The complainant letter must specify the nature of the appeal and any desired remedies of action. WFSCB reserves the right to determine whether the appeal is valid and merits further consideration.

### **2.4 Reassignment**

In the event a contractor fails to perform as required, WFSCB reserves the right to terminate a contract early with a failing or non-compliant contractor(s) and sign a contract in whole or in part to another successfully performing contractor(s) obtained through this procurement, subject to successful contract negotiations.

## 2.5 Insurance

The Contractor will be required to maintain insurance coverage for the period 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. However, if the contractor does not have the insurance coverage, but meets the definition of "Independent Contractor" as defined by the State of Texas, the contractor must sign a waiver agreeing to this independent relationship. The waiver form can be obtained upon request.

**In the event you are awarded the contract, the contractor will be required to submit proof of insurance. A statement of assurance to that effect must be included in your transmittal letter.**

## 2.6 Invoice for Payment

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 WFSCB's fiscal department for payment. Invoice will be paid within three (3) weeks of receipt of complete and accurate information.

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

## 2.7 Contract for Services

Unless otherwise noted, contract for services will be based on a cost-reimbursement basis. Costs will be paid based on the submittal of an invoice with all support documentation.

## **PART 3.0 - GOVERNING CONDITIONS AND LIMITATIONS**

- 3.1 WFSCB reserves the right to accept or reject any or all proposals submitted.
- 3.2 WFSCB is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
- 3.3 This RFSQ does not commit WFSCB to pay for any cost incurred prior to the execution of any contract or payment agreement. All agreements are contingent upon availability of funds from the U.S. Department of Labor and/or Texas Workforce Commission.
- 3.4 The intent of this RFSQ 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 or payment agreement from any proposal submitted.
- 3.5 Respondents 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 RFSQ contact person or designated WFSCB Board staff. Violation of this instruction will result in immediate rejection of the proposal.

- 3.6 WFSCB specifically reserves the right to vary the provisions set herein any time prior to the execution of the contract or payment agreement where such variance is deemed to be in the best interest of WFSCB.
- 3.7 All proposals and their accompanying attachments will become property of the WFSCB after submission and materials will not be returned. In addition, all materials that are produced as a result of this RFSQ become property of WFSCB.
- 3.8 The contents of a successful proposal may become contractual obligations, if a contract or payment agreement is awarded. Failure of the applicant to accept those obligations may result in the cancellation of the proposal for selection. The contents and requirements of this RFSQ may be incorporated into any legally binding and duly negotiated contract between WFSCB and the selected proposer(s).
- 3.9 WFSCB reserves the right to select and/or contract with more than one respondent from the proposals submitted.
- 3.10 Costs incurred by a contracted entity in the delivery of services shall be reimbursed based on mutually-agreed on conditions and delivery schedules with the submission of appropriate documentation. Delivered services must meet standards agreed upon during contract negotiation before reimbursement is made
- 3.11 Upon award of a contract, Contractors must provide proof of the following required insurance coverages: General Liability Insurance consisting of coverage 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. If the Contractor does not have the required general liability insurance, WFSCB will assess the need for such insurance, on a case-by-case basis. Workers Compensation Insurance will be required for all employees that will be working under a contract with WFSCB. However, if the Contractor meets the definition of “Independent Contractor”, as defined by the State of Texas, the Contractor must sign a waiver agreeing to this independent relationship. The waiver form can be provided upon request.
- 3.12 WFSCB is an Equal Opportunity Employer and complies fully with the nondiscrimination and equal opportunity provisions of the applicable laws. Each organization or individual that submits a response to a solicitation warrants and assures that it will comply fully with the nondiscrimination and equal opportunity provisions as required by 29 CFR 38.2(1). Each applicant for financial assistance under Title I of Workforce Innovation and Opportunity Act (WIOA), as defined in §38.4, must include the following assurance:

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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 WIOA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis 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 applicant 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 grant applicant's 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 grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

## PART 4.0 – PROCUREMENT SCHEDULE AND PRE-PROPOSAL CONFERENCE

### 4.1 Procurement Schedule\*

<b>RFSQ Issue Date</b>	Tuesday, February 12, 2019, 2:00 p.m.
<b>Pre-Proposal Conference</b>	Thursday, February 14, 2019, 10:00 a.m.
<b>Period for Submittal of Written Questions</b>	February 14-18, 2019, 5:00 p.m.
<b>Issue Q&amp;A (Question and Answer)</b>	February 20, 2019, 5:00 p.m.
<b>Proposal Submission Deadline</b>	Monday, February 25, 2019, 4:00 p.m.
<b>Submission Address</b>	Workforce Solutions of the Coastal Bend 520 North Staples St., Corpus Christi, TX 78401 (if hand-delivered) P.O. Box 2568, Corpus Christi, TX 78403 (if mailed) RE: RFSQ for Architecture Services ATTN: Robert R. Ramirez, Contracts and Procurement Officer
<b>Proposal Evaluation Period</b>	February 26-28, 2019
<b>Interviews (if needed)</b>	March 4-8, 2-019
<b>Projected Contract Start Date</b>	March 11, 2019, 4:00 p.m.

*\*Dates are subject to change. Entities requesting a copy of the RFSQ will be notified in writing of any changes in the procurement schedule. Also, it is the responsibility of each respondent to check the website Q&A area for this RFSQ and for current information regarding any changes to the events pertaining to the award of this contract. All times indicated above are Central Standard Time (CST).*

### 4.2 Pre-Proposal Conference

A Pre-Proposal Conference to explain or clarify the RFSQ and to answer other questions will be held on Thursday, February 14, 2019, 10:00 a.m., at 520 North Staples Street, Corpus Christi, TX 78401 (across from city hall), Conference Room #4. **Attendance at this conference is not mandatory, but strongly recommended.** However, for those individuals that are unable to attend the conference, you may participate via tele-conference. To register, view, and listen to the presentation and ask questions, register on your computer at: <https://global.gotomeeting.com/join/722888869> and dial using your phone at: +1 (646) 749-3122, Access Code 722-888-869.

## 5.0 – PROPOSAL SUBMISSION REQUIREMENTS

### 5.1 – Administrative Guidance

The information provided herein is intended to assist Respondents in the preparation of proposals necessary to properly respond to this RFSQ. The RFSQ is designed to provide interested respondents with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposers are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFSQ.

### 5.2 – Qualifications Response Outline

Qualifications must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All qualifications must be organized and tabbed to comply with the following sections:

**Tab A – LETTER OF TRANSMITTAL.** The letter of transmittal must be limited to two (2) pages and must contain:

- I. Respondent's name and any assumed names
- II. Physical and mailing address
- III. A brief statement of the Respondent's understanding of the work to be done and a summary of its Proposal.
- IV. The names, titles, addresses, e-mail addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Respondent.
- V. A statement that the person signing the transmittal letter is authorized to legally bind the Respondent.
- VI. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by WFSCB to the Awarded Contractor(s).
- VII. Signature of person(s) authorized to legally bind the Respondent.

**Tab B – EXECUTIVE SUMMARY.** An executive summary will briefly describe the Contractor's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the Contractor.

**Tab C – KEY PERSONNEL.** Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the following: procurement process, negotiating potential contracts, and conducting presentations/interviews.

**Tab D – DETAILED BUSINESS PLAN.** This section should constitute the major portion of the proposal and must contain a specific response to each deliverable listed in Section 1.4, Services Solicited and Section 6.2. Proposal Evaluation Criteria. **Indicate specific examples of how Contractor can meet each deliverable.** Failure to provide written response to items indicated in this RFSQ will be interpreted by WFSCB as an *inability* by the Contractor to provide the requested product, service, or function.

**Tab E – REFERENCES.** Include at least three (3) references of proposer's customers who have used services similar to those requested by WFSCB. The clients must be three distinct customers. Please include this information in Attachment G. WFSCB reserves the right to contact or visit any of the Respondent's current and/or past customers to evaluate the level of performance and customer satisfaction. Please also include a list of past and present clients.

**Tab F – AFFIRMATIVE ACTION PLAN.** Include a copy of affirmative action plan for review (if applicable).

**Tab G - MISCELLANEOUS.** Miscellaneous additional information and attachments, if any, may be submitted by the Respondent.

**Tab H – BUDGET INFORMATION.** Submit information referenced in Section 5.6, Budget Information and complete and submit Attachment A as part of Tab H.

**Tab I - ATTACHMENTS (CONTRACT CERTIFICATIONS AND ASSURANCES).** Proposer must complete, sign, and submit the following certifications:

Attachment B: Certification Regarding Lobbying, Debarment, and Other Matters

Attachment C: Texas Corporate Franchise Tax

Attachment D: State Assessment Certification

Attachment E Disclosure of Interest

Attachment F: Undocumented Worker Certification

Attachment G: References

### **5.3 – Proposal Format**

Respondents shall submit responses in a clear and concise manner in alignment with the outlined format listed above in Section 5.2, Qualifications Response Outline. Pertinent supplemental information should be referenced and included as attachments. Each proposer must submit an **ORIGINAL** with all executed (i.e. original signatures) forms and certificates and one (1) electronic copy of your response on flash drive for evaluation purposes. Failure to submit the items stated under this Section and Part 5.0, Proposal Submission Requirements, will be ruled unresponsive to the specifications and will not be considered under this procurement.

Any differences between the original and the electronic copy are at the liability of the proposer. The original proposal must be marked “**ORIGINAL**” on the Cover Sheet and contain original signatures.

In order to expedite the review process, you may submit an additional advance PDF copy via e-mail to [robert.ramirez@workforcesolutionscb.org](mailto:robert.ramirez@workforcesolutionscb.org). The electronic copy must indicate all signatures required.

Fax or e-mailed (with the exception of an advance copy) or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Respondent(s) to ensure that the proposal is received in WFSCB offices by the designated due date and time. WFSCB assumes no responsibility for delays caused by postage, mail courier deliveries, or any other form of delivery.

### **5.6 – Budget Information (Attachment A)**

Include your proposed hourly rates/fees for the architecture/certified space planning services under Attachment A, Budget. Additionally, if you require travel expenses, include these expenses separate from your hourly fees. Include your budget information as part of Attachment A.

Proposed or negotiated costs must remain firm for the initial year of the contract. Increases in fees/costs after the initial year may be proposed. However, all proposed increases must be requested in writing and be supported by proper justification.

WFSCB follows the State Coordination of Travel rule and the GSA’s federal Domestic Maximum Per Diem Rates. Travel costs may include lodging, meals, airfare, car rentals, and mileage. Travel reimbursements will not exceed the current State travel rates. Reimbursement requests for lodging, airfare, and car rentals will include receipts for actual cost.

Transportation expenses will be reimbursed only for the quickest and most economical means of transportation to reach the desired location. An individual choosing to take another means of transportation will be reimbursed only at the cost of the quickest and least expensive means of transportation. Car rental, taxis, and other forms of ground transportation must comply with this policy of quickest and most economical means. Coordination of travel must occur when two, three, or four authorized travelers travel on the same dates with the same itinerary to conduct the same business. When coordination of travel is required, Workforce Solutions may reimburse only one of the authorized travelers for mileage.

Costs for travel must have prior written approval from WFSCB. Due to unforeseen circumstances, WFSCB may need to re-schedule events. Consequently, WFSCB will make every effort to provide prior notice to contractors. However, if applicable, we advise contractors not to purchase non-refundable airfare tickets. WFSCB will not be responsible for reimbursing contractors for any unused non-refundable airfare tickets.

## **PART 6.0 – PROPOSAL EVALUATION AND SELECTION PROCESS**

### **6.1 – Evaluation Process**

WFSCB will evaluate proposals received and select the individual/firm on the basis of the following criteria:

The WFSCB staff reviews the responses received to determine if they are responsive. For proposals to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The responses must have been submitted within the RFSQ deadline.
2. The responses that are label ORIGINAL must be complete with original signatures.
3. The responses must be for the specific services requested and described in the RFSQ packet.
4. The responses must be submitted in the format described in the RFSQ Packet.
5. One original (marked original) with all executed (i.e. original signatures) forms and certificates, and one (1) electronic copy of your proposal on flash drive must be submitted. WFSCB will base its selection on Responsiveness to RFSQ, Qualifications, Related Experience, and Demonstrated Ability/References. Reasonableness of cost will also be reviewed, but will not be considered as part of the rating process. Respondents may earned additional points if they are currently certified as a HUB (Historically Under-Utilized Business) by the State of Texas Comptroller of Public Accounts.

All responses will be screened for inclusion of all required information prior to release to the evaluation team. WFSCB may exclude from further consideration for contract award any non-responsive response.

WFSCB may use Board staff/members, independent evaluators or a combination of both to evaluate and rank proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification, or the WFSCB may enter into negotiations with the highest ranked respondent. If the WFSCB is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or the Board has rejected all responses.

NOTE: After evaluation, any response with a total of 70 points will be considered as non-responsive and will be disqualified from further consideration. Responses receiving a final score of 70 or better are not guaranteed an award.

The WFSCB will make a good faith effort to award contracts to Historically Underutilized Businesses (HUBs).

## **6.2 – Proposal Evaluation Criteria**

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

### **Responsiveness to RFSQ (Value 10 points)**

This criterion examines the extent to which the minimum requirements of the RFSQ were met.

### **Qualifications (Value 20 points)**

This criterion addresses the proposer's qualifications in Architecture and Space Planning Services.

### **Related Experience (Value 45 points)**

This criterion examines the knowledge and skills of the proposer which have been derived from actual work experiences in Architecture and Space Planning Services.

### **Demonstrated Ability/References (Value 25 points)**

This criterion is a measure of the proposer's ability to deliver similar services. Additionally, the quality of references from current customers will also be evaluated for performance. References will be verified.

### **HUB Value 5 points**

Historically Under-Utilized Business (HUB) as certified by the State of Texas. To earn points, the respondent must provide a current copy of the certification.

**ATTACHMENT A**  
**BUDGET INFORMATION**

Name of Respondent: \_\_\_\_\_

Architect Hourly Rate/Fee:       \$ \_\_\_\_\_

Space Planner Hourly Rate/Fee:   \$ \_\_\_\_\_

Other Costs\*:                       \$ \_\_\_\_\_

\*Please identify these specific costs below:

**Travel**

Please note below if you will require travel expenses. Travel reimbursements will not exceed the current State travel rates. Reimbursement requests for lodging, airfare, and car rentals will include receipts for actual costs.

Will you require travel expenses:   Yes \_\_\_\_\_       No \_\_\_\_\_

## ATTACHMENT B

### 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 contractor 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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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 contractor 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 contractor 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 Contractor'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 Contractor's policy statement;
- (d) Notifying the employees in the Contractor'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 Contractor 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 Contractor'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 require 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.

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Name and Title of Authorized Representative

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Signature

ATTACHMENT C

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.

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

\_\_\_\_\_  
Signature

ATTACHMENT D

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.

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

\_\_\_\_\_  
Signature

ATTACHMENT E

Coastal Bend Workforce Development Board

DISCLOSURE OF INTEREST

It is the fiscal policy that all persons or firms seeking to do business with Workforce Solutions 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:

- 1. Corporation
- 2. Partnership
- 3. Sole Owner
- 4. Association
- 5. 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 Workforce Solutions 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:

Name

Job Title and Section (if known)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. State the names of each “managerial employee” of Workforce Solutions 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:

Name	Title
_____	_____
_____	_____

3. State the names of each “board member” of Workforce Solutions 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:

Name	Board, Commission, or Committee
_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” of Workforce Solutions 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:

Name	Consultant
_____	_____
_____	_____

**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 Workforce Solutions, as changes occur.

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

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

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

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

## ATTACHMENT F

### 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.

---

Signature of Certifying Person

---

Date

**ATTACHMENT G**

**REFERENCES FORM**

Failure to provide and include the following information with your 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 a **timely manner** will result in a score of zero.

**REFERENCE #1:**

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (how many years provided services (To/From) Dates	

**REFERENCE #2:**

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (how many years provided services (To/From) Dates	

REFERENCE #3:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (how many years provided services) (To/From) Dates	