

REQUEST FOR STATEMENT OF QUALIFICATIONS

Issued by



WORKFORCE SOLUTIONS of the Coastal Bend *For*

ARCHITECTURE, DESIGN, & CERTIFIED SPACE PLANNING SERVICES

Proposals to be submitted to the

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

Issue Date: July 6, 2021, 2:00 pm (CDT)

Copies of the Request for Statement of Qualifications (RFQ) are available July 6, 2:00 pm (CDT)

Pre-Proposal Conference: July 12, 2021, 10:00 am(CDT)

Proposal Submission Date: August 2, 2021, 4:00 pm (CDT)

Procurement is open and subject to the availability of funds.

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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, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio. The services provided center around the two urban career centers located in Corpus Christi. The other career centers are located in the following cities: Beeville, Alice, Kingsville and Sinton. WFSCB also operates a satellite office in the city of Falfurrias.

The workforce board is supported by the board professionals, led by the Chief Executive Officer/President. WFSCB's 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 (RFQ)

WFSCB is requesting qualifications from Architectural/Engineering (A/E) firms interested in providing A/E planning, design, and related administration services, for specific projects and also on an-as-needed basis for rearrangements and alterations of office space pertaining to WFSCB lease facilities.

WFSCB recently leased new office space for relocation of a career center in Corpus Christi. The site will need minor renovations and/or modifications to accommodate the staffing and office design. It is anticipated that this project and other potential future projects, may involve the following services: design, bidding, and general construction-related administration services. WFSCB seeks an A/E professional services contractor(s) that will work with regulatory agencies, in compliance with all applicable laws and rules, and work with a general contractor to obtain all necessary permits and perform construction-related administration services. Some of key work tasks planned for this contract may include, but not limited to the following:

- On-site evaluation of selected office space and meetings with the WFSCB Executive Team or designated staff, to access scope of work for individual project(s).
- Preparation of inspection reports or assessments.
- Design and general construction administration of facilities upgrades.

The purpose of this RFQ is to solicit proposals that may result in an A/E services contract with a qualified, state-registered A/E services firm. 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 and firms possessing the experience, work performance, and capacity to perform successfully under the terms and conditions of a contract with WFSCB may respond to this RFQ. WFSCB may 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 RFQ.

Individuals and firms that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state department or agency are not eligible to respond to the RFQ or receive a contract.

Respondents to the RFQ must be a qualified, certified, A/E licensed by the State of Texas and must provide the following:

1. Name of license holder exactly as on file,
2. License number and date issued,
3. Expiration date, and
4. Whether license has been suspended or revoked in the past 5 years, if so, explain.

1.4 Scope of Work

WFSCB requires A/E planning and design services for approximately 24,973 square feet of office space. The plans for this project will be due two (2) weeks after the contract execution date. Additionally, WFSCB may perform future projects for which A/E services are required such as tenant ordinary/normal rearrangements and alterations. The selected contractor(s) will be needed for a specific time-period as projects and deliverables will be determined on as-needed-basis to accommodate the staffing as well as future renovations and modifications to existing or new leased office space. For instance, WFSCB may plan for the following:

- Current lease properties may need to have renovations or modifications to accommodate staff that may require private offices and possibly, the addition or expansion of conference rooms.
- Career centers or offices may be relocated and thus, will require modifications as per new lease agreements.

In some cases, the projected buildout may be done by the landlord and may require WFSCB to ensure the work was done as planned. As a result, the level of effort may be different if WFSCB pays the contractor directly as opposed to paying the landlord.

The selected contractor(s) will work closely with the WFSCB Board executive team or designated individuals to provide the necessary services which will encompass all project-related A/E services to the WFSCB. As required by the agreement, and as properly authorized, the contractor will provide the following categories of services: schematic design, design development, construction related document preparation, bid and award support, conformed documents, construction-related administration, and additional services of all types, including but not limited to the following:

1. Assist in developing project scope and cost estimates.
2. Prepare construction type drawings, specification and bid documents including WFSCB required documents for publication and landlord's approval. All drawings shall be produced in the most current version of AutoCAD or REVIT format available. The projects will require two (2) full sets of drawings, specifications and one (1) electronic copy containing both drawings and specifications. At project

completion, a complete up to date as built drawings and specifications will be provided to WFSCB and landlord on a USB flash drive.

3. Space planning and interior design services regarding finishes, if needed.
4. When presenting furnishings budget must include at minimum three bids if not from a State of Texas approved purchasing cooperative.
5. Perform architectural project management services.
6. Coordinate and attend all necessary conferences to accomplish the complete programming of WFSCB requirements, and the preparation of preliminary studies and final designs.
7. Filing the required documents to secure design approval, if required.
8. Provide construction contract administration, and other professional services and professional inspection of the construction work as defined in the contract.
9. Ensure A/E will be in accordance with the building and design construction, AIA standards, Americans with Disabilities Act, Texas Accessibility Standards Act, National Electrical Code, current state energy code, International Building Code, Uniform Mechanical Building Code, National Plumbing Code and city, county, state, and federal building construction codes.
10. Conduct post construction/operations review with WFSCB executive team.
11. Conduct a warranty inspection to verify and confirm installation of warranty items in accordance with drawings and specifications.
12. Visiting the site and having ascertained pertinent local conditions such as location, accessibility, pertinent detail, and general character of the site and building and the character and extent of any existing work at or adjacent to the site and confirming existing conditions.
13. Advise on safety precautions and programs in connection with the project to prevent injury, damage or loss to employees, materials, equipment, building and/or property as required.
14. Checking and approving samples, schedules, shop drawings and other submissions for conformance with the design of the project and the bid documents.
15. Preparing change orders, as required.
16. Participating in pre-bid conference and pre-construction conferences and required meetings. In addition, the A/E firm must make at least one (1) interim construction inspection, substantial completion inspection and completion inspection to oversee the work progress and ensure work is in compliance with plans and specifications. The A/E firm shall be responsible for all inspections and tests and must provide parameters to oversee and approve tests. This shall include but not be limited to pre-construction, during construction, before cover-up and after construction testing and inspection.
17. Providing meeting minutes and necessary reports to WFSCB within five (5) calendar days.
18. Protecting WFSCB against defects and deficiencies in the contractors work and keeping WFSCB informed on the progress of the work.
19. Provide any other information that would affect cost to WFSCB.
20. The A/E activities and services must comply with Texas Government Code, Chapter 2166.
21. Provide in accordance with WFSCB policies, the A/E travel costs and reproduction costs incurred by the Architect and the Architect's subcontractors.
22. Provide emergency evacuation map of site.
23. Perform asbestos testing and abatement (if necessary)
24. Provide other special services, as required.

1.5 Work Inspections

Upon receipt of notification by the general contractor that the work has been completed and is ready for inspection, the A/E firm shall arrange for and conduct the required inspection to be performed by the appropriate members of his/her staff or affiliates. As a result of this inspection, the A/E firm will prepare a list of deficiencies and promptly, provide to general contractor and WFSCB. After the general contractor has corrected and cured the deficiencies, the A/E firm shall notify WFSCB in writing that the contract has been performed according to plans and specifications and is ready for final inspection by WFSCB. The A/E firm's key staff shall accompany

WFSCB on the final inspection to confirm that all work has been completed in accordance with the contract documents, and meets the requirements of the plans and specifications, after which the A/E firm shall transmit to WFSCB.

1.6 Substantial Completion Certificate

The Architect shall issue the Substantial Completion Certificate upon substantial completion of the project. After determining all requirements of the plans and specifications have been met, the A/E firm shall certify and approve the general contractor's request for final payment.

1.7 Observations and Inspections

The Architect shall observe and inspect construction work to ensure the work is being executed in accordance, with all state, federal, city and county codes and regulations and ensure the work is being done in compliance, with the A/E firm's design and specifications.

The A/E firm shall submit to WFSCB a written report of progress, after each site visit during construction. The report shall contain a description of the work accomplished, unusual problems and other information of interest regarding the work. The written report is due to WFSCB within five (5) calendar days of the site visit.

The A/E firm shall perform Professional Inspections and Professional Detailed Inspections as defined in Texas Government Code, Chapter 2166, Subchapter H, and further described in this RFQ.

1.8 Authority

All contracts awarded, as a result, of this RFQ must fully comply with applicable federal, state, and local laws, rules, regulations, and policies governing the provision of these services. Additionally, WFSCB's policies and plans are available upon request. Respondents are expected and presumed to be knowledgeable of all applicable federal, state, and local laws, rules, regulations, and policies governing the provision of these services.

1.9 Constraints on the Contractor

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

1.10 WFSCB Responsibilities

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

1.11 Subcontracting

Any subcontracting must be specified in the proposal and approval must be granted by the WFSCB prior to the execution of any contract resulting from this RFQ. 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 RFQ and resultant contract.

1.12 Legal Concerns

Respondents must disclose whether there are any legal judgments, claims, arbitration proceedings, or suits pending or outstanding against the firm or its officers. If applicable, this information should be immediately disclosed to WFSCB.

PART 2.0 - CONTRACT INFORMATION

2.1 Award Notification

WFSCB intends to contract with one or more qualified respondents based upon qualifications of the respondent(s) and the categories of services contractor 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 twelve (12) months ending one year after contract start date. The contract may be renewed for three (3) additional 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 are 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 RFQ instructions.
- II. WFSCB will base its selection on the respondent's statement of qualifications, approach and schedule, and demonstrated ability/references. Reasonableness of costs will be conducted 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's Complaint Officer, in writing, within fifteen (15) days from the date of the notification. 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.
- Contractor must provide a Certificate of Liability Insurance containing all of the above coverages with WFSCB as a certificate holder and loss payee.

Additionally, provide a copy of your current certificate of insurance for Professional Liability.

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 (10th) 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

2.7 Contract for Services

Contract for services will be based on a cost-reimbursement basis and/or negotiated completion of planned phases and expected written deliverables. Costs will be paid based on the submittal of an invoice with all supporting 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 The only purpose of this RFQ is to ensure uniform information in the solicitation of proposals for the procurement of A/E services. This RFQ is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit WFSCB to pay for any costs incurred prior to the execution of any contract or payment agreement unless such costs are specifically authorized in writing by WFSCB. 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 RFQ 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 WFSCB reserves the right to award a contract(s) for any services solicited in this RFQ in any quantity WFSCB determines is in its best interest.
- 3.6 WFSCB reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFQ.

- 3.7 WFSCB reserves the right to request additional information, clarification of or explanation for any aspect of a proposal to this RFQ.
- 3.8 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 RFQ contact person or designated WFSCB Board staff. Violation of this instruction will result in immediate rejection of the proposal.
- 3.9 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.
- 3.10 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 RFQ become property of WFSCB.
- 3.11 The contents of a successful proposal may become contractual obligations if a contract or payment agreement is awarded. Failure of the respondent/applicant to accept those obligations may result in the cancellation of the proposal for selection. The contents and requirements of this RFQ may be incorporated into any legally binding and duly negotiated contract between WFSCB and the selected respondent(s).
- 3.12 WFSCB reserves the right to select and/or contract with more than one respondent from the proposals submitted.
- 3.13 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 negotiations before reimbursement is made.
- 3.14 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.
- 3.15 The respondent must be current in Unemployment Insurance taxes, Payday and Child Care Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas and has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- 3.16 The proposer certifies that the business entity is eligible pursuant to Texas Family Code Section 231.006 to receive the grant and acknowledges that any grant award resulting from this RFQ may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees' fiscal agent is more than 30 days in arrears in payment of an obligation of child support, the awardee acknowledges that payments under the grant award resulting from this RFQ may be suspended and/or the contract cancelled.
- 3.17 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 proposal 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-QUALIFICATION CONFERENCE

4.1 Procurement Schedule*

RFQ Issue Date	July 6, 2021, 2:00 pm
Pre-Proposal Conference	July 12, 2021, 10:00 am
Period for Submittal of Written Questions	July 12 - 19, 2021, 5:00 pm
Issue Q&A (Question and Answer)	July 26, 2021, 5:00 pm
Proposal Submission Deadline	August 2, 2021, 4:00 pm
Submission of Proposal	Workforce Solutions of the Coastal Bend RE: RFQ for Architecture, Design, & Certified Space Planning Services ATTN: Esther Velazquez, Contracts and Procurement Specialist esther.velazquez@workforcesolutionscb.org
Proposal Evaluation Period	August 3 - 9, 2021
Projected Contract Start Date	August 23, 2021

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

4.2 Pre-Proposal Conference

A Pre-Proposal Conference to explain or clarify the RFQ and to answer other questions will be held on July 12, 2021 at 10:00 am. **Attendance at this conference is not mandatory, but strongly recommended. The Pre-Proposal Conference will be held at WFSCB's Administrative Offices, 400 Mann Street, Suite 800, Corpus Christi, Texas 78401, Main Conference Room. Parties unable to attend in person may participate virtually via Zoom** To join the meeting go to: <https://us02web.zoom.us/j/82819945884> Meeting ID: 828 1994 5884. Teleconference options to hear the presenters and ask questions are:

One tap mobile - Meeting ID: 828 1994 5884
+13462487799,,82819945884# US (Houston)
+12532158782,,82819945884# US (Tacoma)

Dial by your location - Meeting ID: 828 1994 5884

+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 669 900 9128 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
833 548 0276 US Toll-free
833 548 0282 US Toll-free
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/kckkBzVHxN>

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 RFQ. The RFQ 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. Respondents are at liberty and encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFQ.

5.2 – Statement of Qualifications Proposal Outline

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized to comply with the following sections (if submitting electronically) or tabs (if submitting a paper version):

Section/Tab A – LETTER OF TRANSMITTAL. The letter of transmittal, on the firm's letterhead, 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. A statement that the respondent currently has or will purchase the required insurance coverage, as required by WFSCB, upon award of the contract.
- VIII. Signature of person(s) authorized to legally bind the respondent.

Section/Tab B – KEY PERSONNEL. Attach resumes and copies of licenses/credentials for all key personnel and other team members who will be involved in the management and administration 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.

Section/Tab C – STATEMENT OF QUALIFICATIONS. Present a statement of qualifications that describes knowledge, experience, and expertise, professional judgement, and capacity to perform the services and activities requested under this RFQ. Please provide the following:

- I. A brief history of the company including the number and role of key staff to be assigned,
- II. The organizational structure under which the services will be performed,
- III. The number of years providing services,
- IV. List all services provided by the firm,
- V. List at least three (3) similar projects that your firm was involved with and success rates,
- VI. Provide specimen certificate of insurance showing insurance coverage currently maintained (**submit under Section/Tab G**),
- VII. Disclose and describe all publicly recorded legal actions stemming from performance of professional responsibilities in which the team member assigned to this project have been named,
- VIII. Describe the outcome of all actions or declare the status if litigation is pending.
- IX. Provide a statement of interest for this RFQ including a narrative description of the respondent's qualifications as they pertain to the Scope of Work to be performed.

Section/Tab D – APPROACH AND SCHEDULE.

- I. Describe your approach to develop the most cost-effective and transparent approach to designing and space planning and other potential projects. Include a statement on your approach to some or all projects including design philosophy, understanding of programs, alternative concepts, and methods for consideration.
- II. Discuss how you would provide leadership to facilitate teamwork and communications among all parties involved in the project covered by your proposal.
- III. Describe the different phases of design and how your firm manages the overall design process and how you maintain the schedule of the design to be as cost effective as possible.

Section/Tab E – DEMONSTRATED ABILITY/REFERENCES. Include at least three (3) references of your firm's relevant projects completed within the last five (5) years. Relevant projects shall include as many of the following components and construction types, as applicable: expansions and renovations and projects involving aggressive schedules. **Please note if any of the three references included projects that were federally funded.**

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your firm in the management of the overall project. List each project by name, location, year of completion, and owner's name, owner's project manager's name and current contact information including phone number and e-mail address. Include a brief description of the construction type, project schedule, and the construction value of the work performed. Photos and other graphic materials would be helpful to delineate each project.

The clients must be three distinct customers. Please include as part of **Section/Tab E**. Please also include a list of

past and present clients. 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.

Section/Tab F – AFFIRMATIVE ACTION PLAN. Include a copy of the firm's affirmative action plan for review. If the firm has no formal plan, please include your firm's statement for adhering to affirmative action.

Section/Tab G - MISCELLANEOUS. Miscellaneous additional information and attachments, if any, may be submitted by the respondent.

Section/Tab H – BUDGET INFORMATION. Submit information per Section 5.6, Budget Information and complete Fee/Cost Information per Attachment A. Submit as part of Tab H.

Section/Tab I - ATTACHMENTS (CONTRACT CERTIFICATIONS AND ASSURANCES). Respondent must complete, sign/date, and submit the following certifications:

Attachment B: Certifications Regarding Lobbying, Debarment, and Other Responsibility Matters, and Drug-Free Workplace Requirements

Attachment C: Texas Corporate Franchise Tax Certification

Attachment D: State Assessment Certification

Attachment E: Disclosure of Interest

Attachment F: Undocumented Workers Certification

Attachment G: Orientation to Complaint Procedures for Service Providers

Attachment H: References Form

Failure to provide written response to items indicated in this RFQ will be interpreted by WFSCB as an inability by the Contractor to provide the requested product, service, or function.

5.3 – Proposal Format

Respondents shall submit proposals in a clear and concise manner in alignment with the outlined format listed above in Section 5.2, Qualifications Proposal Outline. Pertinent supplemental information should be referenced and included as attachments. Proposals may be submitted either in paper or electronically. If submitting in paper, each proposer must submit an **ORIGINAL** with all executed (i.e. original signatures) forms and certificates and one (1) response transmitted electronically via e-mail. 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 paper version and the electronic version are at the liability of the respondent. The original proposal must be marked "**ORIGINAL**" on the Cover Sheet and contain original signatures.

Please send the electronic version via e-mail to esther.velazquez@workforcesolutionscb.org. The electronic version must contain all required e-signatures.

Faxed 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.

5.4 – Budget Information (Attachment A)

Prepare your fee/cost information per Attachment A and include as part of Section/Tab H.

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, WFSCB 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 proposals 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 proposal must have been submitted within the RFQ deadline.
2. Paper proposal that is labeled ORIGINAL must be complete with original signatures. Electronic submissions must contain e-signatures.
3. The proposal must be for the specific services requested and described in the RFQ packet.
4. The proposal must be submitted in the format described in the RFQ Packet.
5. If submitting in paper, submit one original (marked original) with all executed (i.e., original signatures) forms and certificates, and one (1) electronically transmitted copy of your proposal via e-mail. WFSCB will base its selection on statement of qualifications, approach and schedule, and demonstrated ability/references. Reasonableness of cost will also be reviewed but will not be considered as part of the rating process. Respondents may earn additional points if they are currently certified as a HUB (Historically Under- Utilized Business) by the State of Texas Comptroller of Public Accounts.

All proposals 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 proposal.

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 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 proposals.

NOTE: After evaluation, any proposal with a total of 69 points or less will be considered as non-responsive and will be disqualified from further consideration. Proposals 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:

STATEMENT OF QUALIFICATIONS (Value 40 points)

This criterion examines the respondent's qualifications in A/E services, as well as space planning, and demonstrated work experience in related projects. Licenses and applicable certifications will be reviewed.

APPROACH AND SCHEDULE (Value 30 points)

This criterion addresses the respondent's approach to develop the most cost-effective and transparent approach to designing and space planning and other potential projects. And how the firm manage the scheduling process for effectively working with team members and among all parties involved in the project.

DEMONSTRATED ABILITY/REFERENCES (Value 30 points)

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

HUB CERTIFICATION (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.

6.3- Oral Presentation/Interviews

Firms responding to the RFQ may be required to provide an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

Interviews are optional and may or may not be conducted. If an interview is conducted, it is essential that key staff assigned to the proposed work, as well as other key representatives, be present at and participate in the interview.

ATTACHMENT A
FEE/COST INFORMATION

Although costs will not be considered as part of the evaluation process, a review will be conducted to determine reasonableness of costs.

Provide a proposed fee structure including a fixed price for the design phase and additional construction-related administration services cost charged on an hourly basis. Fees may include architectural, mechanical, electrical, plumbing, engineering. Fees for structural engineering may or may not be included until confirmation of the scope of work is known.

Additionally, please submit your proposed hourly rates for key staff involved in small projects versus one that may require substantial level of effort when evaluating build-out of lease facilities.

Please note if you will require travel expenses. Travel reimbursements must not exceed the current State travel rates. Reimbursement requests for lodging, airfare, and car rentals will include receipts for actual costs. Travel costs must be shown separately from proposed team member hourly rates and fees.

ATTACHMENT B

CERTIFICATONS 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 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).

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.
-

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).

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.

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:

- (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.

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT C

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 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.

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 of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

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 of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

ATTACHMENT E

Coastal Bend Workforce Development Board

DISCLOSURE OF INTEREST

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

FIRM NAME: _____

P.O.BOX: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

FIRM IS:

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

Name	Job Title and Section (if known)
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____

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

Name	Board, Commission, or Committee
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____

CERTIFICATE

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

Name of Certifying Person

Title of Certifying Person

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.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

ATTACHMENT G

Coastal Bend Workforce Development Board

ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS

The policy of the Coastal Bend Workforce Development Board (the Board) is to resolve complaints in a fair and prompt manner. The Board's administrative directive on GRIEVANCE PROCEDURE establishes the guidelines for the resolution of grievances/complaints and requires this orientation sheet be received and acknowledged by all individuals or organizations providing services to the Board under contract or agreement.

Acts of restraint, interference, coercion, discrimination or reprisal towards complainants exercising their rights to a file a grievance under Board policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. A respondent is the individual or organization against whom a grievance/complaint is filed. Inquiries regarding the resolution of grievances should be addressed to:

Coastal Bend Workforce Development Board
ATTN: EO Officer
520 North Staples Street
P.O. Box 2568
Corpus Christi, Texas 78403
Telephone: (361) 885-3019

Every effort should be made to resolve your grievance at the optimum management level. The Board's EO Officer is available to assist, as necessary, in the grievance resolution process.

The time limit to file a complaint under the Board's grievance procedure is 30 calendar days from the date of the event that leads to the filing of the grievance. A copy of the Board's Policy and Procedure is available upon request.

EQUAL OPPORTUNITY IS THE LAW

The Board is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only. If you think that you have been subjected to discrimination, you may file a complaint within 180 days from the date of the alleged violation with the Equal Opportunity Officer at the:

TEXAS WORKFORCE COMMISSION
WORKFORCE DEVELOPMENT DIVISION
EQUAL OPPORTUNITY OFFICE
101 E. 15th STREET
AUSTIN, TEXAS 78778
Telephones: (512) 463-2400; (TDD): 1-800-RELAY TX, Voice 1-800-RELAY VV.

or you may file a complaint directly with the:

DIRECTOR, DIRECTORATE OF CIVIL RIGHTS (DCR)
U.S. DEPARTMENT OF LABOR
200 CONSTITUTION AVENUE NW, ROOM N4123
WASHINGTON, D.C. 20210

If you elect to file your complaint with the Texas Workforce Commission (TWC), you must wait until the TWC issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the TWC has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision

to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the TWC's resolution of your complaint, you may file a complaint must be filed within 30 days of the date you received notice of the TWC's proposed resolution.

By my signature below, I acknowledge this orientation to the Board's complaint procedures for services providers and the statement regarding EQUAL OPPORTUNITY IS THE LAW:

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT H

REFERENCES FORM

Failure to provide and include the following information with your proposal 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: To/From Dates (how many years provided services)	

REFERENCE #2:

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

REFERENCE #3:

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