

REQUEST FOR PROPOSAL

Issued by



WORKFORCE SOLUTIONS
of the Coastal Bend
For

GENERAL CONTRACTOR SERVICES

Proposals to be submitted to the

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

Issue Date: January 18, 2022, 2:00 pm Central Time

Copies of the Request for Proposal (RFP) are available January 18, 2022, 2:00 pm Central Time

Pre-Proposal Conference: January 21, 2022, 10:00 am Central Time

Proposal Submission Due Date: February 2, 2022, 4:00 pm Central Time

Procurement is open and subject to the availability of funds.

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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.

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

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

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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 Proposal (RFP)

WFSCB is soliciting competitive proposals from a licensed General Contractor, hereinafter "Respondent," to remodel office space located at 4981 and 4985 Ayers Road according to the approved architectural plans. Respondent can be a qualified professional individual, firm or corporation. Services provided will include but not be limited to the services in the Scope of Work described in paragraph 1.4 on page 5 of this RFP.

WFSCB anticipates exploring any viable alternative for providing these services and may decide, after reviewing proposals submitted, not to enter into any agreement.

1.3 Eligible Respondents

Respondents possessing construction services experience and capability to provide requested services under the terms and conditions of a contract with WFSCB may respond to this RFP. Respondents shall normally be engaged in construction services in the State of Texas. Respondents must have a proven record of past performance in providing the requested services and the ability to maintain staffing levels to provide prompt, efficient service to WFSCB. Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFP.

Respondents that are presently debarred, suspended, proposed for debarment, or declared ineligible by any federal or state funded agencies are not eligible to respond to the RFP or receive a contract.

1.4 Scope of Work

WFSCB requires construction services for approximately 24,973 square feet of office space. The space previously functioned as a trampoline park and requires renovation to convert it into office space. The project architect has completed the Construction Documents and Project Manual. Respondent will be responsible for the delivery and completion of the office space according to the approved plans and specifications.

This project will occur in two Phases over two fiscal years. The selected contractor will work closely with the project architect, WFSCB Board executive team or designated individuals to provide the required services. Work will include, but not be limited to interior trades such as demolition, hardware, plumbing, electrical, construction of walls, bathrooms, installation of doors as well as the following construction related services:

1. Visit site to ascertain the general character of the site and building to confirm local conditions such as location, accessibility, existing work at or adjacent to the site and any other pertinent details.
2. Provide general construction related administration services including construction contract administration, and professional inspection of the construction work.
3. Has or shall obtain the means and personnel necessary to effectively implement this Scope of Work.
4. Establish project milestones with timeline.
5. Review and monitor construction progress against budget.
6. Work with regulatory agencies to comply with all applicable laws and rules.
7. Obtain all necessary permits.
8. Ensure construction will be in accordance with the building and design specifications, 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.
9. Manage and adhere to all Davis Bacon requirements, certified payroll reviews, and any other requirements associated with projects receiving state and federal funds.
10. Execution of design plans to the written specifications.
11. Participate in regularly scheduled, periodic project meetings with architect.
12. Be available for impromptu project meetings, when necessary, with architect.
13. Preparation of inspection reports or assessments.
14. Conduct post construction/operations review with project architect and/or WFSCB staff.
15. Conduct a warranty inspection to verify and confirm installation of warranty items in accordance with drawings and specifications.
16. 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.
17. Prepare change orders, as required.
18. Correct and cure deficiencies identified by project architect.
19. Provide any other information that would affect cost to WFSCB.
20. Provide other special construction services, as required.

1.5 Authority

All contracts awarded, as a result, of this RFP 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.

1.6 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.

1.7 Performance and Payment Bonds

Successful Respondent shall deliver to WFSCB both a Payment Bond and a Performance Bond for the project price no later than the tenth (10th) day after the contract has been executed. All bonds and insurance required by the contract shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance for the limits and coverages required by the contract.

1.8 Builder Warranty

Successful Respondent shall provide a one-year warranty for all labor and materials. Warranty documentation for all elements of the installation shall be provided upon project completion.

1.9 Delivery and Post Construction

Successful Respondent responsibilities include but are not limited to close-out document process and a one-year completion walk-through to address warranty issues. Respondent shall include a sample Project Close-Out Checklist and warranty program information with bid response.

1.10 Change Orders

WFSCB shall only be responsible for Change Orders above and beyond the project price that have been signed by WFSCB's project manager. Unsigned Change Orders shall not be paid.

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 RFP. 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 RFP 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.

1.13 WFSCB Responsibilities

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

PART 2.0 - CONTRACT INFORMATION

2.1 Award Notification

WFSCB intends to contract with one 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 RFP instructions.
- II. WFSCB will base its selection on the Respondent's professional competence and experience (includes demonstrated ability/references), change order fee percentage and proposed construction contract amount.
- 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 (HUBs).
- 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 President/CEO, 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.
- Performance Bond for 100% of the contract price.
- Payment Bond for 100% of the contract price.
- 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.

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 RFP is to ensure uniform information in the solicitation of proposals for the procurement of A/E services. This RFP 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 RFP 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 RFP 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 RFP.
- 3.7 WFSCB reserves the right to request additional information, clarification of or explanation for any aspect of a proposal to this RFP.
- 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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

4.1 Procurement Schedule

Title	RFP for General Contractor Services
Number	RFP No. 22-01
Issue Date	January 18, 2022 @ 2:00 pm
Pre-Proposal Conference	January 21, 2022 @ 10:00 am
Period for Submittal of Written Questions	January 21 - 26, 2022 @ 5:00 pm
Issue Responses to Questions	January 28, 2022 @ 5:00 pm
Proposal Submission Deadline	February 2, 2022 @ 4:00 pm
Submission of Proposal	Workforce Solutions of the Coastal Bend ATTN: Esther Velazquez, Contracts and Procurement Specialist esther.velazquez@workforcesolutionscb.org
Proposal Evaluation Period	February 3 - 9, 2022
Projected Contract Start Date	February 25, 2022

All times indicated above are Central Daylight Time (CDT) and dates are subject to change. Respondents shall be responsible for monitoring the WFSCB website at <https://www.workforcesolutionscb.org/about-us/procurement-opportunities/> for any updates pertaining to this solicitation. WFSCB will not be held responsible for any further communication beyond updating the website.

4.2 Pre-Proposal Conference

A Pre-Proposal Conference to explain or clarify the RFP and to answer other questions will be held on January 21, 2022 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 from a computer, tablet or smart phone

via Zoom:

Join Zoom Meeting

<https://us02web.zoom.us/j/85368209893?pwd=SlJoc1pzaGY0TXVvV3RUeEFXUXRpUT09>

US Toll-Free Call In: 888 475 4499

Meeting ID: 853 6820 9893

Passcode: 077811

Questions regarding the solicitation must be submitted in writing via email to Esther Velazquez, Contracts and Procurement Specialist at esther.velazquez@workforcesolutionscb.org by 5:00 pm on January 26, 2022. A copy of the questions submitted and WFSCB's response to the questions will be posted at <https://www.workforcesolutionscb.org/about-us/procurement-opportunities/>.

WFSCB reserves the right to modify these dates. Notice of any date changes will be posted to WFSCB's website.

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 RFP. The RFP 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 RFP.

5.2 – Proposal Outline

Proposals should be prepared in a concise manner. Clarity of content and completeness are essential. Pertinent supplemental information should be referenced and included. Proposals must be submitted in two separate packages/PDFs and organized as follows:

PROPOSAL PACKAGE / PDF	
Document	Title
Solicitation Response Document I.	Proposal Cover Sheet
Solicitation Response Document II.	Checklist / Table of Contents
Solicitation Response Document III.	General Information
Solicitation Response Document IV.	Executive Summary
Solicitation Response Document V.	List of Clients
Solicitation Response Document VI.	Completed Work
Solicitation Response Document VII.	Current Work
Solicitation Response Document VIII.	References
Solicitation Response Document IX.	Claims, Suits and Failure to Perform
Solicitation Response Document X.	Change Order Fee Percentage
Solicitation Response Document XI.	Historically Under-Utilized Business (HUB)
Solicitation Response Document XII.	Attachments A-F
Attachment A	Certifications Regarding Lobbying, Debarment
Attachment B	Texas Corporate Franchise Tax Certification
Attachment C	State Assessment Certification
Attachment D	Disclosure of Interest
Attachment E	Undocumented Worker Certification
Attachment F	Orientation to Complaint Procedures

BID PACKAGE / PDF	
Document	Title
Solicitation Response Document XIII.	Proposed Construction Contract Amount

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

5.3 – Proposal Format

Proposals may be submitted either in paper or electronically. If submitting in paper, Respondent must submit an **ORIGINAL** version with all executed forms and certificates with original signatures and one (1) electronic version transmitted via e-mail. If responding in paper form, the Bid Package containing Solicitation Response Document X, the Proposed Construction Contract Amount, must be sealed in a separate envelope. Any differences between the original paper version and the electronic version are at the liability of the respondent. 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.

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 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 (Solicitation Response Document XIII, Proposed Construction Contract Amount)

Fee/cost information should be provided on Solicitation Document X, Proposed Construction Contract Amount.

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.

5.5– Restrictions on Communication

Respondent, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submissions to any member of the project architect firm, WFSCB, WFSCB's Board of Directors, WFSCB's CEO Council or their respective staff persons, at any time between the date of release of the RFP and the date of award of a contract by WFSCB. This restriction extends to "thank you" letters, telephone calls, emails, text messages and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent or any agent of Respondent may lead to disqualification of the proposal from consideration.

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 RFP 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 RFP packet.
4. The proposal must be submitted in the format described in the RFP Packet.
5. If submitting in paper, submit one version marked **ORIGINAL** with all executed forms and certificates with original signatures and one (1) electronically transmitted copy of your proposal via e-mail. WFSCB will base its selection on the Respondent's professional competence and experience (includes demonstrated ability/references), change order fee percentage and proposed construction contract amount. 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 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:

PROFESSIONAL COMPETENCE & EXPERIENCE (Value 40 points)

Executive Summary 10
Completed Work 10
Current Work 10
References 10

CHANGE ORDER FEE PERCENTAGE (Value 5 points)

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.

PROPOSED CONSTRUCTION CONTRACT AMOUNT (Value 50 points)

Base Bid Phase I & Bid Alternate Nos. 1-5

TOTAL MAXIMUM POINTS 100

6.3- Cost/Price Scoring Methodology

Points for base cost/price will be awarded using the following methodology:

Assume the following cost proposals are received (examples only):

Company A	\$50,000
Company B	\$38,000
Company C	\$45,000

All offers will be divided by the low offer to determine percentage:

Company A	$\$38,000 \div \$50,000 = .76$
Company B	$\$38,000 \div \$38,000 = 1.00$
Company C	$\$38,000 \div \$45,000 = .84$

Available points (50) will then be multiplied by each percentage to determine number of points awarded to each offeror.

Company A	$50 \times .76 = 38$
Company B	$50 \times 1 = 50$
Company C	$50 \times .84 = 42$

The same scoring methodology will be applied to alternate cost/pricing.

6.4- Oral Presentation/Interviews

Firms responding to the RFP 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.

SOLICITATION RESPONSE DOCUMENT I.

This example proposal cover sheet may be designed & personalized with organization's logo, etc.

RESPONSE TO RFP NO. 22-01 GENERAL CONTRACTOR SERVICES

SOLICITATION RESPONSE DOCUMENT II.

II. CHECKLIST / TABLE OF CONTENTS

	Document Title	Page #
I.	Proposal Cover Sheet	1
II.	Checklist / Table of Contents	2
III.	General Information	3
IV.	Executive Summary	
V.	List of Clients	
VI.	Completed Work	
VII.	Current Work	
VIII.	References	
IX.	Claims, Suits and Failure to Perform	
X.	Change Order Fee Percentage	
XI.	Historically Under-Utilized Business (HUB)	
XII.	Attachment A – Certifications Regarding Lobbying, Department, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements\	
	Attachment B – Texas Corporate Franchise Tax Certification	
	Attachment C – State Assessment Certification	
	Attachment D – Disclosure of Interest	
	Attachment E – Undocumented Worker Certification	
	Attachment F – Orientation to Complaint Procedures	

Under Separate Cover

	Bid Response Document
XIII.	Proposed Construction Contract Amount

SOLICITATION RESPONSE DOCUMENT III.

III. GENERAL INFORMATION

A. Legal name of Respondent organization:

B. Assumed names under which Respondent organization has operated:

C. Physical Address:

D. Mailing Address:

E. Primary Contact Name: should be an individual authorized to make representations on behalf of Respondent

F. Primary Contact Title:

G. Primary Contact Telephone Number:

H. Primary Contact Email Address:

I. Primary Contact

J. Names, titles and contact information of other individuals authorized to make representations on behalf of Respondent.

K. Is Respondent organization registered with the State of Texas as a Historically Underutilized Business (HUB)?

If yes, please provide HUB Certification Number and include a copy of certification as part of Solicitation Response Document XI.

By signing below I certify the following:

Acceptance of the terms and conditions of this RFP.

Proposal will remain in effect until a contract has been finalized and a purchase order has been issued by WFSCB to the awarded contractor.

Respondent organization currently has the required insurance coverage or will purchase upon award of the contract.

The information provided above is accurate and I am authorized to make representations on behalf of and legally bind Respondent organization.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

SOLICITATION RESPONSE DOCUMENT IV.

IV. PROFESSIONAL COMPETENCE & EXPERIENCE - EXECUTIVE SUMMARY

Please provide the following:

A. Brief statement explaining your understanding of the work to be done.

B. Brief statement explaining your interest in the project.

C. Brief statement highlighting qualifications and how your organization is the most qualified to deliver the services.

D. Number of years organization has been providing similar services.

E. Construction dollar value, year by year, of all work under contract by your organization for the period 2017 through 2021:

2017	2018	2019	2020	2021

F. Largest single executed contract value, year by year, by your organization for the period of 2017 through 2021:

2017	2018	2019	2020	2021

G. Full time equivalent (FTE) employee count of your organization:

H. Proposed team members who will be assigned to the project. Please list names, title, project responsibilities, number of years they have been with your organization and the number of years they have been in the industry. Please attach resumes, licenses, credentials, etc.

I. Organizational chart which identifies the key individuals and their proposed roles.

J. Brief statement explaining how subcontractors will be procured and selected.

K. List of subcontractors that will be used and services they will be providing.

L. Sample Project Close-Out Checklist and warranty program information.

M. Brief statement explaining how you will balance WFSCB's project with the needs of your other clients.

N. Your organization's affirmative action plan. If there is no formal plan, please provide your organization's statement adhering to affirmative action.

O. Specimen Certificate of Liability Insurance showing insurance coverage currently maintained.

P. Name of bonding company, agent name and contact information.

Q. Letter from bonding company stating the currently available bonding capacity of organization (bonding limit minus current obligations).

SOLICITATION RESPONSE DOCUMENT V.

V. PROFESSIONAL COMPETENCE & EXPERIENCE - LIST OF CLIENTS

Please provide a complete list (company name only) of your current and past clients.

SOLICITATION RESPONSE DOCUMENT VI.

VI. PROFESSIONAL COMPETENCE & EXPERIENCE - COMPLETED WORK (through substantial completion)

Within the last thirty-six (36 months), please list commercial projects constructed in Texas. For each project, please provide the information requested below, together with photographs and other graphic materials. WFSCB reserves the right to contact or visit any of Respondent's current and/or past clients to evaluate the level of performance and customer satisfaction.

- A. Name of owner entity (include name of primary contact & email address):
- B. Name of project:
- C. Type of project (new construction, renovation, addition or combination):
- D. Nature of project/function of the building:
- E. Size (SF):
- F. Original contract cost: \$
- G. Final contract cost: \$
- H. Number of change orders (if any):
- I. Contractual original completion date:
- J. Actual completion date:
- K. Was this project federally funded?

SOLICITATION RESPONSE DOCUMENT VII.

VII. PROFESSIONAL COMPETENCE & EXPERIENCE - CURRENT WORK

Please list three (3) commercial projects of similar size and scope currently under construction. For each project, please provide the information requested below, together with photographs and other graphic materials. WFSCB reserves the right to contact or visit any of Respondent's current and/or past clients to evaluate the level of performance and customer satisfaction.

- A. Name of owner entity (include name of primary contact & email address):
- B. Name of project:
- C. Type of project (new construction, renovation, addition or combination):
- D. Nature of project/function of the building:
- E. Size (SF):
- F. Original contract cost: \$
- G. Number of change orders (if any):
- H. Contractual original completion date:
- I. Is this project federally funded?

SOLICITATION RESPONSE DOCUMENT VIII.

VIII. PROFESSIONAL COMPETENCE & EXPERIENCE - REFERENCES

Please furnish three (3) references of your firm's relevant projects completed within the last five (5) years. Relevant projects should include expansions and renovations involving aggressive schedules. As a part of the evaluation process, WFSCB will be contacting references. If reference fails to respond in a timely manner, points awarded in this category will be negatively impacted in the Organization Experience / Performance category.

- A. Organization Name:
- B. Organization Address:
- C. Contact Name:
- D. Contact Title:
- E. Contact Telephone Number:
- F. Contact Email Address:
- G. Project Name & Location:
- H. Construction Type:
- I. Types of Services Provided:
- J. Contract Term (to/from dates):
- K. Contract Amount: \$
- L. Was this project federally funded?

SOLICITATION RESPONSE DOCUMENT IX.

IX. PROFESSIONAL COMPETENCE & EXPERIENCE - CLAIMS, SUITS AND FAILURE TO PERFORM

Please respond to the questions listed below. If the answer to any of the questions is YES, please provide details. Failure to respond to these questions or furnish vague responses will negatively impact points awarded in the Organization Experience / Performance category.

Has your organization ever failed to complete any work awarded?

Has your organization ever been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty (60) months?

Within the last sixty (60) months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

SOLICITATION RESPONSE DOCUMENT X.

X. CHANGE ORDER FEE PERCENTAGE

SOLICITATION RESPONSE DOCUMENT XI.

XI. HISTORICALLY UNDER-UTILIZED BUSINESS (HUB)

Please provide current copy of HUB certification.

SOLICITATION RESPONSE DOCUMENT XII. – ATTACHMENTS A-F

ATTACHMENT A

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 B

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 C

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 D

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 E

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 F

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

SOLICITATION RESPONSE DOCUMENT XIII.

This example bid cover sheet may be designed & personalized with organization's logo, etc.

This document is to be submitted separately from the proposal.

If responding in paper form, please submit in a sealed envelope.

BID RESPONSE TO RFP NO. 22-01

GENERAL CONTRACTOR SERVICES

SOLICITATION RESPONSE DOCUMENT XIII.

XIII. PROPOSED CONSTRUCTION CONTRACT AMOUNT

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 in writing and be supported by proper justification.

Base Bid Phase I \$ _____

Bids for Alternates referenced on page 11 of Project Manual:

Alternate No. 1 \$ _____

Alternate No. 2 \$ _____

Alternate No. 3 \$ _____

Alternate No. 4 \$ _____

Alternate No. 5 \$ _____

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date