

REQUEST FOR APPLICATIONS

Issued by



for

TRANSPORTATION ASSISTANCE SERVICES

Applications to be submitted to the

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

Issue Date: August 28, 2023, 2:00 pm Central Time

Application Start Date: August 28, 2023, 2:00 pm Central Time

Application End Date: October 2, 2023, 4:00 pm Central Time

Procurement is open and subject to the availability of funds.

A proud partner of the  American Job Center network

Workforce Solutions is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply. Auxiliary aids and services are available upon request to individuals with disabilities. Telephone access is available by dialing 711 or you can also call 512.936.0342; (TDD): 1.800.735.2989, Voice 1.800.735.2988.

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 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 eleven (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 WFSCB Board of Directors is made up of thirty-three (33) members representing various employment sectors and 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 Applications (RFA)

WFSCB is soliciting Applications from qualified entities ("Applicant") to provide transportation services to WFSCB customers residing in the eleven (11) county Coastal Bend Region. Customers referred by WFSCB Workforce Centers will be eligible to participate in the Transportation Assistance Services Program (TASP) through an approved voucher system. The TASP will implement routes from designated pick-up and drop-off locations to transport eligible customers to approved training facilities and worksites.

The Application process is open from August 28, 2023 to October 2, 2023. No Applications will be accepted after this deadline.

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

1.3 Eligible Applicants

Organizations possessing the qualifications, a minimum of five (5) years of work experience, proven demonstrated ability and capacity to successfully perform the requested services are eligible to apply. Applicants may be non-profit entities, private for-profit entities, community-based organizations or individuals. Because the safety of our customers is important to us, WFSCB will require information on the Applicant's current safety program for transit users, including

those who operate and manage the transport vehicles.

WFSCB may contract with one or more qualified Applicants based upon their qualifications and the categories of services they are able to provide. Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFA.

Applicants 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 RFA or receive a contract.

1.4 Scope of Work

The goal of this program is to establish transportation assistance services to eligible customers from designated pick-up and drop-off locations. The drop-off sites may consist of a single or multiple training and worksite locations. In working closely with WFSCB and its eligible customers, transportation service providers will provide the requested services to designated pre-selected sites and times for departure and return.

Transportation to Job Search and Skills Training Sites:

Transportation services for customers engaged in job search and skills training may consist of multiple pick-up sites, but may consist of only one central drop-off/return point, such as a designated workforce center or training facility. These services are primarily needed in the rural counties of the Coastal Bend Region where public transportation is not available.

TASP providers must agree to provide curb to curb transportation services for authorized eligible WFSCB customers in designated rural counties as needed within its present schedule or demand, which generally may require at least a 24-hour advance notice. However, due to unforeseen circumstances, some customers may not be able to meet the 24-hour advance notice. Therefore, we ask that transportation service providers consider making a "good faith" effort to accommodate curb-to-curb transportation services to our customers with less than the 24-hour advance notice.

Transportation to Worksites:

Transportation services to worksites may consist of multiple sites. For example, WFSCB has tentatively approved one route which will originate as a departure point from the Salvation Army located at 1804 Buford, Corpus Christi, to multiple designated drop-off worksites located along the coastal areas of Aransas Pass, Rockport, Port Aransas, and Refugio County. The pickup time at the Salvation Army may be scheduled at approximately 7:15 am and the return pick-up time from the worksites may be at approximately 4:15 p.m. The services provided on this route would operate on a Monday through Friday work week.

TASP providers must be open to work with WFSCB in establishing direct non-stop routes to designated sites. Thus, the scheduling is crucial in order to ensure customers get to their respective worksites on time.

Prior to approving a route, WFSCB will work closely with the TASP provider to meet the minimum number of customers required per the respective vehicle transport. Typically, we envision transporting five (5) to ten (10) customers from their common pick-up locations to their worksites.

General Provisions Governing the Transportation Program:

- WFSCB will only be liable for authorized transportation services.
- Authorization for transportation services will be provided by the WFSCB Workforce Center.
- The TASP provider agrees to provide curb to curb transportation services to authorized eligible WFSCB

customers as needed, within its present schedule or demand, which generally may require at least a 24-hour advance notice.

- The TASP providers will notify WFSCB of customers with two (2) consecutive days of no-shows. Fees will not be paid by WFSCB commencing on the third consecutive no-show day without prior written authorization. Charges for the two (2) consecutive days of no-shows will be charged at a negotiable rate agreed upon by WFSCB and the TASP provider. Additionally, there will be no charges/penalties for cancelled trips.
- The TASP providers will provide additional services outside of the usual operations including extended hours, customized routes, and vanpools, to accommodate the special needs of WFSCB customers residing in the Coastal Bend Region.
- The TASP providers will agree to provide curb to curb transportation service for program related activities Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays, for authorized WFSCB customers in the Coastal Bend Region, as needed.
- Other than the agreed fees/rates charged for transporting eligible customers, no additional fees or charges will be collected by the TASP provider for transporting eligible customers to approved designations.

WFSCB and TASP Provider will agree to the following:

- Exchange information and coordinate activities and projects for a more streamlined and efficient workforce development system.
- Identify opportunities for collaboration, coordination, and elimination of barriers for service delivery.
- Develop and implement an efficient and effective referral system between and amongst the parties.
- Promote the development of additional linkages with other appropriate partners.
- Maintain the confidentiality of WFSCB customer information and only use customer data in the administration of the programs.
- Comply with Title VI of the Civil Rights Act of 1964 (PL88.352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the delivery of services.
- Comply with Social Security Act, Title IV-B Part 2, CFDA number 93.556.
- Comply with Section 504 of the Rehabilitation Act of 1973, as amended (29U.S.C. 794), which prohibits discrimination on the basis of a mental or physical disability.
- Comply with the requirements of the American with Disabilities Act of 1990 (PL 101-336, 101 Congress, 2nd Session, 104 Stat 327-July 26. 1990).

Service Area

WFSCB will be providing transportation assistance services in the Coastal Bend Region, including the City of Corpus Christi and the following eleven (11) counties: Aransas, Bee, Brooks Duval, Jim Wells, Kennedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio.

1.5 Authority

All contracts awarded, as a result, of this RFA 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. Applicants 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.

1.7 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.

1.8 Legal Concerns

Applicants 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.

1.9 WFSCB Responsibilities

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

PART 2.0 - CONTRACT INFORMATION

2.1 Award Notification

WFSCB intends to contract with one or more qualified Applicants based upon qualifications and the categories of services Applicant is able to provide.

2.2 Contract Period and Contract Renewals

The initial contract will be awarded for a period not to exceed twelve (12) months and ending on September 30, 2024. 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 Applications considered must be responsive to the RFA instructions.
- II. WFSCB will base its selection on the Applicant's experience & qualifications, references and fees/costs information.
- III. Any Application 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 Applicants will receive notification of the award status. An Applicant 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.
- Automobile liability insurance in the broad form (applicable if the Contractor uses an automobile whether owned, leased, or non-owned) in conducting its performance under this Contract is required. Such automobile insurance must provide \$100,000 liability per occurrence, \$300,000 aggregate liability and \$100,000 property damage. A reasonable deductible is allowable. Contractor shall maintain up-to-date, on file evidence that employees who drive their own automobile in the normal scope of work performed under this Contract possess a valid Texas Drivers License and proof of current liability insurance.
- 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.

2.6 Contract for Services

Contract for services will be based on a cost-reimbursement basis and expected written deliverables. Costs will be paid based on the submittal of an invoice with all supporting documentation.

2.7 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. Invoices shall be submitted via e-mail to the WFSCB's Fiscal Department for payment at: fiscal@workforcesolutionscb.org. Invoices will be paid within three (3) weeks of receipt of complete and accurate information.

PART 3.0 - GOVERNING CONDITIONS AND LIMITATIONS

- 3.1 WFSCB reserves the right to accept or reject any or all Applications 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 RFA is to ensure uniform information in the solicitation of Applications for the procurement of transportation service providers. This RFA 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 RFA 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 Application submitted.
- 3.5 WFSCB reserves the right to award a contract(s) for any services solicited in this RFA 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 RFA.
- 3.7 WFSCB reserves the right to request additional information, clarification of or explanation for any aspect of an Application to this RFA.
- 3.8 Applicants 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 RFA contact person or designated WFSCB Board staff. Violation of this instruction will result in immediate rejection of the Application.
- 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 Applications and their accompanying attachments will become property of WFSCB after submission and materials will not be returned. In addition, all materials that are produced as a result, of this RFA become property of WFSCB.
- 3.11 The contents of a successful Application may become contractual obligations if a contract or payment agreement is awarded. Failure of the Applicant to accept those obligations may result in the cancellation of the Application for selection. The contents and requirements of this RFA may be incorporated into any legally binding and duly negotiated contract between WFSCB and the selected Applicant(s).
- 3.12 WFSCB reserves the right to select and/or contract with more than one Applicant from the Applications 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 Applicant 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 Applicant 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 RFA 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 RFA may be suspended and/or the contract cancelled.
- 3.17 Prohibited Technologies: In accordance with the Governor's directive, all individuals joining meetings virtually or visiting WFSCB facilities in person, must adhere to the required Model Security Plan for Prohibited Technologies that seeks to protect the State's sensitive information and critical infrastructure from technology that poses a threat to the State of Texas. Prohibited devices may include cellular telephones, laptops, tablets, desktop computers, and other devices capable of internet connectivity. For a complete list of prohibited devices and apps please reference: <https://dir.texas.gov/information-security/prohibited-technologies>.
- 3.18 Cyber Security: Contractor's cyber security standards will adhere to the Texas DIR standard, NIST, TWC WD Letters and include but are not limited to Texas Government Code 2054.077.
- 3.19 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 an Application 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

Title	Request for Applications for Transportation Assistance Services
Number	RFA 23-11
Issue Date	August 28, 2023 @ 2:00 pm
Application Submission Deadline	October 2, 2023, @ 4:00 pm
Submission of Application	Workforce Solutions Coastal Bend ATTN: Esther Velazquez, Contracts and Procurement Specialist esther.velazquez@workforcesolutionscb.org

All times indicated above are Central Time and dates are subject to change. Applicants 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.

5.0 – APPLICATION SUBMISSION REQUIREMENTS

5.1 Administrative Guidance

The information provided herein is intended to assist Applicants in the preparation of Applications necessary to properly respond to this RFA but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Applicants are at liberty and encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFA.

5.2 Process Description

Applications will be accepted anytime from August 28, 2023 to October 2, 2023 at 4:00 pm Central Time. After an Application is received, it will be evaluated and if approved a contract will be executed. Contractors will be engaged on an as-needed basis. Funding will only be provided when services are needed. Contract renewal is at the discretion of WFSCB and will be based on need, satisfactory performance, successful contract negotiations and availability of funds.

Unless a contract is executed, WFSCB is under no obligation to provide funding under this Application process.

5.3 Application Outline

Applications should be prepared in a concise manner. Clarity of content and completeness are essential. Pertinent supplemental information should be referenced and included. Applications must be submitted with the following sections:

Cover Page: the sample version in the Response Document may be used or Applicant may create their own version.

Checklist / Table of Contents: list all sections and the page numbers on which each section begins.

Profile & Certification: provide all information requested on page 15 of this RFA.

Experience & Qualifications: provide all information requested on page 16 of this RFA.

References: provide all information requested on page 17 of this RFA.

Fees / Costs: provide all information requested on page 18 of this RFA.

Certifications & Assurances: Applicant must complete, sign, date, and submit the certifications on pages 19-27. They are as follows:

Attachment A: Certifications Regarding Lobbying, Debarment, 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 Workers Certification

Attachment F: Orientation to Complaint Procedures for Service Providers

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

5.4 Application Format

Applications may be submitted either in paper or electronically. If submitting in paper, Applicant must submit an original version containing all executed forms and certificates with original wet signatures **and** one (1) electronic version transmitted via e-mail. Any differences between the original paper version and the electronic version are at the liability of the Applicant. Failure to submit the items stated under this Section 5.0, Application 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 Applications will be ineligible and not accepted for consideration.

It is the responsibility of the Applicant to ensure that the Application 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.

5.5 Restrictions on Communication

Applicant, or any agent or representative of Applicant shall not undertake any activities or actions to promote or advertise their qualifications or submissions to any member of 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 RFA 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 RFA and/or Application submitted by Applicant. Violation of this provision by Applicant or any agent of Applicant may lead to disqualification of the Application from consideration.

PART 6.0 – APPLICATION EVALUATION AND SELECTION PROCESS

6.1 Evaluation Process

Applications will be screened for inclusion of all required information prior to advancing for evaluation and scoring. An Application will be deemed responsive if it meets the following requirements:

1. Received by the due date and time.
2. Complete with original signatures.

3. Submitted in the format described on pages 11 and 12 of this RFA.
4. Must be for the services requested and specified in the Scope of Work on pages 5 and 6 of this RFA.

Applications not meeting the above requirements will be excluded from further consideration for contract.

WFSCB may use its own staff, board members, independent evaluators or a combination of any to evaluate and rank Applications. Applications with a final score of 69 points or less will be considered non-responsive and will be disqualified from further consideration. Applications receiving a final score of 70 or better are not guaranteed an award.

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 Applicants. If WFSCB is unable to reach agreement with the highest ranked Applicants, the negotiations will terminate and negotiations will begin with the next Applicant in the order of the ranking until a contract is reached or WFSCB has rejected all Applications.

The evaluation results and selected Applicant will be presented to WFSCB's Executive/Finance Committee and Board of Directors for consideration of contract award.

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

6.2 Evaluation Criteria and Scoring

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

Experience & Qualifications (Value 38 points)

This criterion measures Applicant's years of experience providing similar services, organizational capabilities, transportation resources, safety programs and overall qualifications.

References (Value 25 points)

This criterion is a measure of Applicant's ability to deliver similar services. References will be verified and points will be awarded as follows:

- Three distinct, quality references provided (2 points each for a possible total of 6 points).
- Number of Responses (2 points each for a possible total of 6 points): For example, if only two of your references respond, you will receive 4 points in this sub-category. A response received after the requested due date and time will be considered as a non-response.
- Quality of Responses (up to 13 points): Positive and informative responses that demonstrate ability.

Fees / Costs (Value 37 points)

This criterion evaluates the cost of the services to determine if they are reasonable and within the market rate for such services.

HUB Certification (Value 5 points)

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

Total Maximum Points 105

6.3 Oral Presentation/Interviews

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

PART 7.0 – APPLICATION FORMS AND ATTACHMENTS as follows

PROFILE & CERTIFICATION

1. Legal name of Applicant organization:
2. Assumed names under which Applicant has operated:
3. Physical Address:
4. Mailing Address:
5. Name of Primary Contact: *should be an individual authorized to make representations on behalf of Applicant*
6. Title of Primary Contact:
7. Telephone Number of Primary Contact:
8. Email Address of Primary Contact:
9. Names, titles and contact information of other individuals authorized to make representations on behalf of Applicant.
10. Organization type:
11. Are the scope of operations local, regional, national?
12. Is Applicant 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 this Response Document.

By signing below I certify the following:

Acceptance of the terms and conditions of this RFA.

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

Applicant organization currently has the required insurance coverages or upon award of the contract will purchase and provide a Certificate of Liability Insurance within ten (10) business days of contract execution.

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

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

EXPERIENCE & QUALIFICATIONS

This criterion is weighted at 38 points. Please provide the following information:

1. Brief history of organization.
2. Brief summary of organization's demonstrated capability in providing the requested services.
3. Number of years providing requested services.
4. List of areas within the Coastal Bend Region in which your organization is able to provide the requested services.
5. List of major customers.
6. Does organization have vehicles that can accommodate persons with disabilities? If yes, please describe vehicle types and availability.
7. Briefly describe organization's current safety program for transit operators and users.
8. Will any of the requested services be subcontracted out? If yes, please provide names of subcontractors.
9. Please provide any other pertinent information that should be considered in determining why Applicant organization should be selected for this program.
10. Affirmative action plan, if applicable. If there is no formal plan, please provide your firm's statement adhering to affirmative action.
11. Has Applicant ever been debarred, or otherwise declared ineligible by any public agency from bidding or providing services?
12. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against Applicant or its officers?
13. Has Applicant or its officers filed or been involved in any lawsuits or requested arbitration with regard to professional development training within the last sixty (60) months?
14. Within the last sixty (60) months, has any officer or principal of Applicant firm ever been an officer or principal of another firm when it failed to complete a contract?

REFERENCES

This criterion is weighted at 25 points. Please furnish three (3) distinct customer references for whom transportation assistance services are currently being provided. As a part of the evaluation process, WFSCB will be contacting these customer references. If customer references fail to respond by the requested due date and time, points awarded in this category will be negatively impacted.

Organization Name:

Organization Address:

Contact Name:

Contact Title:

Contact Telephone Number:

Contact Email Address:

Description of Transportation Assistance Services Provided:

Contract Term To/From Dates:

FEES / COSTS

This criterion is weighted at 37 points. Proposed fees/costs will be firm from October 1, 2023 through September 30, 2024.

Fare fees/rates for established in-town trips:

Fare fees/rates for established out-of-town trips:

If no established routes exist, please provide trip charge (per mile) and/or number of riders:

Are any discounts offered? YES NO

If yes, please describe amounts and conditions:

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 add a separate piece of paper.

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

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 file a grievance under Board policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. An Applicant 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
400 Mann Street, Suite 800
Corpus Christi, Texas 78401
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 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 Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date