REQUEST FOR PROPOSALS

Issued by

WORKFORCE SOLUTIONS
COASTAL BEND

for

WEBSITE DESIGN & WEB APPLICATION DEVELOPMENT

Proposals to be submitted to the

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

Issue Date: November 4, 2026, 2:00 pm Central Time

Pre-Proposal Conference Date: November 10, 2026, 10:00 am Central Time

Proposal Due Date: November 30, 2026, 4:00 pm Central Time

Procurement is open and subject to the availability of funds.

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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.

Tài liệu này có thông tin quan trọng về các yêu cầu, quyền hạn, quyết định, và/hoặc trách nhiệm để sử dụng các dịch vụ của hệ thống nhân lực. Các dịch vụ trợ giúp ngôn ngữ, bao gồm thông dịch/chuyển ngữ tài liệu này, có sẵn miễn phí khi quý vị yêu cầu.

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PART 1.0 – GENERAL INFORMATION

1.1 Background

The Coastal Bend Workforce Development Board dba Workforce Solutions Coastal Bend (WFSCB) is a non-profit, tax-exempt organization which 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 (DOL) 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. Services are provided at career centers located in Corpus Christi, Beeville, Alice, Falfurrias, Kingsville, Rockport and Sinton.

The WFSCB Board of Directors is made up of thirty-five (35) volunteer members representing various employment sectors and is supported by the Board professionals, led by the President/Chief Executive Officer. 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 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; and
- Provide child care assistance to eligible families for employment and training activities.

Please also see: Local Workforce Development Board Plan PY2025-2028 - Workforce Solutions Coastal Bend

1.2 Purpose of Request for Proposals (RFP)

WFSCB is soliciting proposals from entities or individuals ("Respondent") qualified to design a website & web application meeting the Department of Labor (DOL) accessibility guidelines while supporting the overall vision, mission and strategic goals of the organization. The Web Design & Web Application should implement the WFSCB strategies to increase awareness and outreach efforts of services that WFSCB offers to both employers and job seekers. The goal is to deliver a highly visible, interactive and esthetically appealing website that provides up-to-date, accessible, useful and engaging content that enhances the users experience while ensuring equitable access for all users, including individuals with disabilities.

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 the qualifications, experience, proven demonstrated ability and capacity to successfully perform the services necessary to produce the stated deliverables in the Scope of Work and under the terms and conditions of a contract with WFSCB may respond to this RFP. Respondents may be non-profit entities, private for-profit entities, community-based organizations, or individuals. Historically Underutilized Businesses (HUB), which include minority, disadvantaged, veteran and/or women-owned businesses, are encouraged to apply. Respondents who qualify as HUBs must attach a copy of the certificate issued by the State of Texas as documentation to receive

the bonus points.

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. Respondents must be knowledgeable and experienced with the following:

A. User Experience (UX) and User Interface (UI) design
B. Website Development
C. Content Management Systems (CMS)
D. Search Engine Optimization (SEO)
E. Digital accessibility
F. Section 508 compliance
G. WCAG 2.1 Level AA compliance (minimum)
H. Marketing and Communications
I. Strategic Planning

WFSCB may contract with one qualified Respondent based upon their qualifications and paid professional experience providing similar services.

1.4 Scope of Work

Services to Be Provided:

The purpose of this Scope of Work is to define the scope, deliverables, responsibilities, and performance requirements for the design, development, testing, implementation, training, and support of a modern, secure, responsive, and accessible website for WFSCB.

The Vendor shall provide all labor, project management, software, tools, and resources necessary to design and develop a website that supports the organization's business objectives while ensuring compliance with applicable accessibility standards, including WCAG 2.1 Level AA, Applicable ADA digital accessibility requirements and Section 508 requirements.

The specific services necessary to produce the stated deliverables include, but are not necessarily limited to, the following:

A. Discovery and planning
    a. Vendor shall conduct stakeholder interviews, review current website, analyze user needs, evaluate accessibility gaps, develop information architecture and create sitemap.
B. Design
    a. Vendor shall create wireframes, user journeys, UI design concepts, Responsive layouts and design system and style guide.
C. Development
    a. Vendor shall provide Content Management System (CMS). Core website features shall include Home Page, Services pages, News/blog section, Document repository, search functionality, contact forms, event calendar, staff directory, social media integration, newsletter integration and additional features as requested.
D. Content Migration
    a. Vendor shall migrate existing content, review content accessibility, repair inaccessible documents, validate all redirects and ensure metadata migration.

E. Testing and Quality Assurance
    a. Vendor shall conduct Functional Testing to include but not limited to: browser training, device testing, link validation and form testing
    b. Vendor shall conduct manual and automated Accessibility Testing to include but not limited to: Automated accessibility scans, Manual accessibility review, keyboard-only testing, Screen reader testing, Color Contrast verification and WCAG success criteria validation. Testing should align with established Section 508 accessibility testing practices.

F. Launch and Training
    a. Vendor shall provide Production deployment, Staff training, CMS administration training, Content editing training, Website maintenance procedures, Website Governance Guide, User Manuals, Recorded Training Sessions, Accessibility content-author training and technical documentation.

G. Post-Launch Support
    a. Vendor shall provide warranty support, Monthly Performance Reports, Security Update Reports, Accessibility Monitoring Reports, Quarterly Accessibility Audit Reports and Ongoing Remediation Recommendations

Deliverables

H. Timeline which includes but is not limited to:
    - Initial meeting with WFSCB staff;
    - Provide WFSCB with Voluntary Product Accessibility Template (VPAT) Report and/or Accessibility Conformance Report (ACR)
    - Development of the Assessment with WFSCB staff;
    - Start and end dates for discovery and fieldwork;
    - Submission of Draft Assessment Report;
    - Submission of Final Assessment Report;
    - Submission of Draft Website Design & Web Application; and
    - Submission of Final Website Design & Web Application with prioritized projects, timelines, and cost estimates.

I. Draft Assessment Report with findings and recommendations based on supporting discovery and fieldwork documentation. WFSCB staff will be available to provide selected contractor with requested documents, information and explanations during the discovery phase and fieldwork.

J. Draft Website Design & Web Application Development comprised of a management summary, findings, and prioritized recommendations shall be presented prior to being directed to proceed with a final plan.

K. Final Website Design & Web Application Development will address all the topics listed herein and any others identified in the process of WFSCB staff and other stakeholder discussions, and which aligns with the WFSCB Strategic Buisness Plan. Final Plan will be comprised of:
    - Executive Summary;
    - Summary of key findings and prioritized recommendations that addresses the RFP's intent;
    - Comprehensive documentation of findings and prioritized recommendations; and
    - Strategic project plan outlining projects by priority that includes timelines and cost estimates.

Implementation of the Website Design and Web Application Development is not in the scope of work of this RFP. A second solicitation will be issued to formally procure an entity to implement the strategic plan produced by this RFP.

All draft and final reports and plans are to be submitted to the WFSCB President/CEO, CFO, COO and Director of

Communications.

1.5 Authority

All contracts awarded, as a result, of this RFP must fully comply with applicable local, state, and federal 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 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.

1.8 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 qualified Respondent based upon their responses to the evaluation criteria as outlined in paragraph 6.2 of this RFP and the services Respondent 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, 2027, to align with WFSCB Fiscal Year. The contract may be renewed for up to one additional year.

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

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 qualifications & experience, approach & methodology, cost/price information, and demonstrated ability/references;
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 Respondents will receive notification of the award status. A Respondent 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's 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. Written notification should be sent to:

Mr. Ken Trevino
President/CEO
Workforce Solutions Coastal Bend
400 Mann Street, Suite 800
Corpus Christi, TX 78401

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 and sign a contract in whole or in part to another successfully performing contractor 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.

- Errors and Omissions professional liability insurance coverage in the amount of $1,000,000.

- 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 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.

2.8 Travel Reimbursement

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 contractor. However, if applicable, we advise contractor not to purchase non-refundable airfare tickets. WFSCB will not be responsible for reimbursing contractor for any unused non-refundable airfare tickets.

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 marketing assessment and strategic planning 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 an 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 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 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 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.

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, contractor 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 Respondent 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 thirty (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 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 Respondent 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 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	RFP for Website Design & Web Application Development
Number	RFP 26-01
Issue Date	November 4, 2026 @ 2:00 pm
Pre-Proposal Conference	November 10, 2026 @ 10:00 am
Period for Submittal of Written Questions	November 4-17, 2026
Questions & Electronic Proposal Submission	Imelda.trevino@workforcesolutionscb.org
Posting of Questions & Answers	November 20, 2026
WFSCB Website Procurement Opportunities Page	https://www.workforcesolutionscb.org/about-us/procurement-opportunities/
Proposal Submission Due Date	November 30, 2026 @ 4:00 pm
Paper Submission of Proposal	Imelda Trevino, Contracts and Procurement Manager Workforce Solutions Coastal Bend 400 Mann Street, Suite 800 Corpus Christi, TX 78401
Proposal Evaluation Period	December 4-December 7, 2026
Projected Notifications of Award & Non-Selection	December 15, 2026
Projected Contract Start Date	January 4, 2027

All times indicated above are Central Time and dates are subject to change. Respondents shall be responsible for monitoring the Procurement Opportunities page of WFSCB's website for any updates pertaining to this solicitation. WFSCB will not be held responsible for any further communication beyond updating the website.

Pre-Proposal Conference

A Pre-Proposal Conference to explain or clarify the RFP and to answer questions will be held on November 10, 2026, 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/89638340415?pwd=6ksZQheMdLYmWqiGxbxlaaq3Nxbqrk.1
US Toll-Free Call In: 888 475 4499
Meeting ID: 896 3834 0415
Passcode: 095589

Questions regarding the solicitation must be submitted in writing to Imelda Trevino, Contracts and Procurement Manager either via fax 361.885.3059 or email by 5:00 pm on November 17, 2026. A copy of all questions submitted and WFSCB's response to the questions will be posted on the Procurement Opportunities page of WFSCB's website by 5:00 pm on November 20, 2026.

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 but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposals should be prepared using the provided Response Document. 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 Process Description

The proposal process is close-ended, and proposals will be accepted through November 30, 2026, until 4:00 pm Central Time. After a proposal is received, it will be reviewed for responsiveness. Proposals determined to be responsive will be forwarded to a committee for evaluation and scoring. This is a competitive procurement utilizing the RFP method and as such, award does not have to be given to the lowest priced proposal, but rather to the Respondent submitting the most responsive proposal satisfying WFSCB's criteria at a reasonable cost.

5.3 Proposal Outline

Using the provided Response Document, proposals should be prepared in a concise manner. Clarity of content and

completeness are essential. Pertinent supplemental documentation should be included and listed in the table of contents. Proposals must be typed with pages sequentially numbered and submitted as a single PDF file and contain the following sections and in this order:

- Cover Page
- Table of Contents with page numbers
- Profile & Certification
- Qualifications & Experience
- Resumes and Other Supporting Documents/Information
- Approach & Methodology
- Technical Solution and Website Functionality
- Cost/Price Information
- Training, Support, and Maintenance
- Demonstrated Ability/References
- Certifications & Assurances: Respondent must complete, sign/date, and submit the following forms:
  Attachment A: Certifications Regarding Lobbying, Debarment, Drug-Free Workplace, etc.
  Attachment B: Texas Corporate Franchise Tax Certification
  Attachment C: State Assessment Certification
  Attachment D: Disclosure of Interest
  Attachment E: Orientation to Complaint Procedures for Service Providers
  Attachment F: Undocumented Workers Certification

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

5.4 Proposal Format

Proposals may be submitted either on paper or electronically. If submitting in paper format, Respondent must provide an original version with all forms requiring execution containing original wet signatures **and** an electronic version, as a single PDF file, transmitted via e-mail to imelda.trevino@workforcesolutionscb.org. The electronic version must contain all required e-signatures. Any differences between the paper version and the electronic version are at the liability of the Respondent. Failure to submit the items as stated under section 5.0, Proposal Submission Requirements, will be ruled unresponsive to the specifications and will not be considered under this procurement.

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.

5.5 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 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

Proposals will first be screened to determine if they are responsive. For proposals to be considered responsive and advance to the evaluation phase, the following requirements must be met:

1. The proposal must have been submitted within the RFP deadline.
2. Electronic submissions must be a single PDF file and contain e-signatures.
3. If submitting in paper format, all forms that require execution must contain original wet signatures. Respondent must also provide an electronic version as a single PDF file to be transmitted via e-mail.
4. The proposal must be for the specific services requested and described in the RFP.
5. The proposal must be submitted in the outline and order described in the RFP.
6. If requested, copies of resumes, licenses, and/or certificates must be included.

Proposals not meeting the above requirements or with an average final score of 69 points or less will be treated as non-responsive and disqualified from further consideration. Proposals meeting the above requirements and receiving an average final score of 70 points or more are not guaranteed an award.

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

WFSCB will base its selection on qualifications & experience, approach & methodology, cost/price information, and demonstrated ability/references. Respondents may earn additional points if they are currently certified as a HUB by the State of Texas Comptroller of Public Accounts and include a copy of their certification in their proposal.
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 qualified Respondent.

The WFSCB will make a good faith effort to award contracts to HUBs.

6.2 Evaluation Criteria and Scoring

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

Qualifications & Experience (Value 20 points)
This criterion measures Respondent's demonstrated experience, organizational capacity, and successful completion of projects similar in size, scope, and complexity. It will examine the years of experience in website development, experience with government, nonprofit, workforce development, and/or federally funded organizations, experience implementing content management systems (CMS), experience delivering accessible websites, and the ability to provide adequate staffing and resources.

Approach & Methodology (Value 20 points)
This criterion measures Respondent's clear understanding of the scope of work, their approach/style, knowledge, expertise, and methodology for designing, developing, testing, and maintaining an accessible website and the specific strategy that will be used for the successful delivery of the requested services.

Technical Solution and Website Functionality (20 Points)
This criterion measures how effectively the Respondent's proposed solution will address the required business, functional, and

technical requirements of the project. The proposer shall also provide examples of completed Accessibility Conformance Reports (ACRs) and VPAT documentation for similar projects.

Cost / Price Information (Value 20 points)
This criterion evaluates the proposed budget for reasonableness of cost, clarity in identifying and explaining costs, and the overall competitiveness of costs. It should include the hourly rates and number of hours estimated to complete the requested services.

Training, Support, and Maintenance (10 Points)
This criterion will evaluate the Respondent's ability to provide ongoing support, knowledge transfer, and maintenance following implementation. This should include but not limited to Website administration training, Content editor trainings, Accessibility content authority training, technical documentation, Warranty and support services, Service Level Agreements (SLAs) Ongoing maintenance and enhancement options and accessibility monitoring and support.

Demonstrated Ability / References (Value 10 points)
This criterion is a measure of the Respondent's prior experience in related projects and in their ability to provide similar services. Respondent should list three (3) references for whom marketing assessment and strategic planning services were provided within the last five (5) years. References will be verified and points will be awarded as follows:

- Three distinct, quality references provided (1 point each for a possible total of 3 points).

- Number of Responses (1 point each for a possible total of 3 points): For example, if only two of your references respond, you will receive 2 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 4 points): Positive and informative responses that demonstrate ability.

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.

Total Maximum Points 105

6.3 Oral Presentations/Interviews

Respondents 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.

PART 7.0 – PROPOSAL FORMS AND ATTACHMENTS as follows

PROFILE & CERTIFICATION

1. Legal name of Respondent entity:

2. Assumed names under which Respondent has operated:

3. Physical Address:

4. Mailing Address:

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

6. Title of Primary Contact:

7. Telephone Number of Primary Contact:

8. Email Address of Primary Contact:

9. Tax / Legal Status of Entity *(e.g. corporation, LLC, LP, GP, LLP, association, sole proprietor)*:

10. Is Respondent 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 hereby 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 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.

That the information in this proposal and all attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this entity. I certify that no employee, board member, or agent of WFSCB has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the RFP and that this entity will comply with the procurement standards applicable under this RFP, and any other applicable local, state, and federal regulations, policies, and directives.

I certify that I am legally authorized to sign and submit this proposal on behalf of said entity.

_____	_____
Name of Certifying Person	Title of Certifying Person
_____	_____
Signature of Certifying Person	Date

QUALIFICATIONS & EXPERIENCE

Value 20 Points

Please provide the following information:

1. Describe why you are qualified to deliver the requested services.
2. How many years of experience in website design and development.
3. List experience with government, nonprofit, workforce development, or federally funded organizations.
4. Include experience implementing content management systems (CMS).
5. Include experience delivering accessible websites and provide Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR)

6. Briefly describe your organizational structure and attach a copy of your current organizational chart.

7. How many full-time, permanent employees are in your organization?

8. How many full-time, permanent employees will be assigned to this project?

9. If subcontractors are to be used, provide evidence of their demonstrated effectiveness. If subcontractors cannot be identified at this time, and are proposed to be used, submit the qualifications that will be required of subcontractors.

10. Please provide a resume/bio for each person who will be providing services. The following information should be included:
    a. Name
    b. Job Title
    c. Background/Experience
    d. Educational Credentials
    e. Industry Licenses and/or Certifications

11. What methods are used for keeping up with industry trends and knowledge.

12. A statement specifying availability to perform the services.

13. Affirmative action plan, if applicable. If there is no formal plan, please provide your organization's statement adhering to affirmative action.

14. Has Respondent ever been debarred, or otherwise declared ineligible by any public agency from bidding or providing services?

15. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against Respondent or its officers?

16. Has Respondent 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?

17. Within the last sixty (60) months, has any officer or principal of Respondent entity ever been an officer or principal of another entity when it failed to complete a contract?

RESUMES AND OTHER SUPPORTING DOCUMENTS / INFORMATION

APPROACH & METHODOLOGY

Value 20 Points

Please provide a narrative describing your understanding of the scope of work, your approach/style, and the specific strategy that will be used for the successful delivery for designing, developing, testing, and maintaining an accessible website.

Technical Solution and Website Functionality
Value (20 points)

Please provide a narrative outlining how effective the proposed solution addresses the required business, functional, and technical requirements of the project. The proposer shall also provide examples of completed Accessibility Conformance Reports (ACRs) and VPAT documentation for similar projects.

COST / PRICE INFORMATION

Value 20 Points

This criterion evaluates the proposed budget for reasonableness of cost, clarity in identifying and explaining costs, and the overall competitiveness of costs. It should be an outline of pricing with a breakdown of all fees and costs related to each task, activity, and/or deliverable required to achieve the requested services and complete the project.

Please include:

Categories of staff;
Total estimated hours by category of staff;
Per hour fee charged for each category of staff;
Total estimated staff fees for completion of the assessment
Total estimated staff fees for completion of the strategic plan;
Ongoing maintenance and support costs;
Licensing and hosting costs;
Total project cost;
Expected value relative to the proposed solution;
Estimated direct costs incurred for reasonable and necessary travel;
Any other related expenses (please explain)

All cost/price information will be firm from the date proposal is received through September 30, 2027.

☐ Respondent has read and understands that WFSCB's policy regarding reimbursement for travel will follow the State Coordination of Travel Rule and the GSA's federal domestic maximum per diem rates as described in section 2.8 - Travel Reimbursement on page 8 of this RFP.

Training, Support, and Maintenance
Value 10 Points

Please provide an outline and timeline describing the types of training, support, knowledge transfer, and maintenance following implementation.

DEMONSTRATED ABILITY / REFERENCES

Value 10 Points

Please furnish three (3) distinct references for whom marketing assessments and strategic planning services were provided within the last five (5) years. As a part of the evaluation process, WFSCB will be contacting these references. If references fail to respond by the requested due date and time, points awarded in this category will be negatively impacted.

Reference #1
Entity Name:
Entity Address:
Contact Name:
Contact Title:
Contact Telephone Number:
Contact Email Address:
Types of Services Provided:
Contract Term (start & end dates):
Contract Amount: $
Were services provided within cost and time constraints?

Reference #2
Entity Name:
Entity Address:
Contact Name:
Contact Title:
Contact Telephone Number:
Contact Email Address:
Types of Services Provided:
Contract Term (start & end dates):
Contract Amount: $
Were services provided within cost and time constraints?

Reference #3
Entity Name:
Entity Address:
Contact Name:
Contact Title:
Contact Telephone Number:
Contact Email Address:
Types of Services Provided:
Contract Term (start & end dates):
Contract Amount: $
Were services provided within cost and time constraints?

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 attach separate sheet.

1. State the name of each "non-managerial employee" <u>of the Board</u> 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" <u>of the Board</u> 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 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
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 Certifying Person Title of Certifying Person

_____ _____

Signature of Certifying Person Date