ATTACHMENTS

&

EXHIBIT

|  |  |  |
| --- | --- | --- |
| **Attachment** | **Description** | **Form**  **Provided**  **√** |
| 1 | Proposal Cover Sheet | **√** |
| 2 | Joint Venture, Partnership, and/or Collaborative Agreements (If applicable, Offeror Submits) |  |
| 3 | Managing Director and PEO Agreement (If applicable, Offeror Submits) |  |
| 4 | Organizational Chart (Offeror Submits) |  |
| 5 | Performance Results for Prior Three Years (Offeror Submits) |  |
| 6 | Customer Satisfaction Results for Internal and External Customers (Offeror Submits) |  |
| 7 | Internal and External Evaluations (Offeror Submits) |  |
| 8 | List of Grievances and/or Complaints with Resolutions (Offeror Submits) |  |
| 9 | References | **√** |
| 10 | Audits/Financial statements (Offeror Submits) |  |
| 11 | List of Legal Action Taken (Offeror Submits) |  |
| 12 | Attestation of Personnel Policies | **√** |
| 13 | Certification of Required Insurance | **√** |
| 14 | Policies for Subcontractor Management (If applicable, Offeror Submits) |  |
| 15 | Cost Allocation Plan (Offeror Submits) |  |
| 16 | Indirect Cost Plan (Offeror Submits) |  |
| 17 | Certifications and Assurances   1. Statement of Qualifications 2. Certification of Respondent 3. Certification Regarding Debarment, Suspension and Other Responsibility Matters 4. Certification Regarding Lobbying 5. Certification Regarding Texas Corporate Franchise Tax 6. Certification Regarding Drug Free Workplace 7. Disclosure of Interests 8. Texas State Assessment Certification 9. Listing of Prior Performance of Contractor or Similar Services 10. Administrative Management Survey 11. Fiscal Management Survey 12. Equal Opportunity and Nondiscrimination 13. Certification Regarding Conflict of Interest | **√** |
| 18 | Historically Underutilized Business (HUB) Certificate (Offeror Submits) |  |
| 19 | Organizational Chart (Offeror Submits) |  |
| 20 | Functional Chart (Offeror Submits) |  |
| 21 | Management Staff Resumes and Job Descriptions (Offeror Submits) |  |
| 22 | Job Descriptions for Other Staff (Offeror Submits) |  |
| 23 | Transition Plan Questionnaire | **√** |
| 24 | Planning Estimates | **√** |
| 25 | Annual Budget Forms | **√** |
| 26 | Budget Narrative Annual | **√** |

|  |  |  |
| --- | --- | --- |
| **Exhibit** | **Description** | **Form**  **Provided**  **√** |
| A | Standard Procurement Terms and Conditions | **√** |

**Attachment 1 Proposal Cover Sheet**

|  |  |
| --- | --- |
| **Name of Offeror**  **(Include legal name of parent company, if applicable)** |  |
| **Name of Parent Company CEO or Owner** |  |
| **Mailing Address and Physical Address (if different)** |  |
| **Telephone Number** |  |
| **Fax Number** |  |
| **E-mail of Proposal Liaison** |  |
| **Phone Number of Proposal Liaison** |  |
| **Name & Title of Proposal Liaison** |  |
| **Name & Title of Signatory Authority** |  |
| **Legal/Tax Status of Proposing Organization (check all that apply)** | (Specify) |
| **State Comptroller ID Number** |  |
| **Federal Tax ID Number** |  |
| **Historically Underutilized Business? (If “Yes”, attach certification)** |  |
| **Amount of Funds Requested (for a 12- month period)** |  |

**Attachment 2 Joint Venture, Partnership, and/or Collaborative Agreements**

**(If applicable, Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 3 Managing Director and PEO Agreement**

**(If applicable, Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 4 Organizational Chart**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 5 Performance Results for Prior Three Years**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 6 Customer Satisfaction Results for Internal and External Customers**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 7 Internal and External Evaluations**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 8 List of Grievances and/or Complaints with Resolutions**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 9 References**

Identify at least three (3) current or former clients for who you have provided services to that are the same or similar to those solicited in this RFP in the past three (3) years.

|  |  |
| --- | --- |
| **Reference 1** |  |
| Name of Entity: |  |
| Contact Person: |  |
| Contact Phone: |  |
| Contact Fax: |  |
| Contact E-mail: |  |
| Type of Service(s) Provided: |  |
| Contract Date(s): |  |
| **Reference 2** |  |
| Name of Entity: |  |
| Contact Person/Title: |  |
| Contact Phone: |  |
| Contact Fax: |  |
| Contact E-mail: |  |
| Type of Service(s) Provided: |  |
| Contract Date(s): |  |
| **Reference 3** |  |
| Name of Entity: |  |
| Contact Person/Title: |  |
| Contact Phone: |  |
| Contact Fax: |  |
| Type of Service(s) Provided: |  |
| Contract Date(s): |  |

**Attachment 10 Audits/Financial statements**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 11 List of Legal Action Taken**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 12 Attestation of Personnel Policies**

In lieu of submitting the organization’s complete personnel policies and procedures, Offerors must complete this assurance that their personnel policies address at a minimum the following elements. Personnel policies and procedures will be verified as a part of the pre-award review should the proposal be selected for consideration.

Terms and conditions for employment Employee compensation and fringe benefits Holidays, vacation and sick leave,

Travel policies and reimbursement of travel expenses Conflict of interest policy

Employee grievance procedures Employee code of conduct

The Personnel Policies and Procedures for (name of entity)\_ do address the elements checked above. I understand that the verification of the adequacy of personnel policies and procedures will be a part of the pre-award review should this organization be selected.

Signature Date

Printed Name and Title of Authorized Signatory:\_

**Attachment 13 Certification of Required Insurance**

Offerors should complete the chart and indicate the level of current or proposed coverage for each type of coverage. If an Offeror plans to provide additional coverage, please include such coverage and provide a brief explanation. If an Offeror does not plan to provide coverage for any area, please provide an explanation. Proof of insurance is not a requirement for submission of a proposal, however, Offerors should be aware that no activities may begin under contract through the Board until the required insurance has been obtained and proper certificates (or policies) are filed with the Board.

Before submitting a proposal, the Offeror should contact its insurance agent to determine if the required coverage can be obtained. The selected contractor will be required to provide a certificate of insurance prior to the commencement of work under this contract certifying that the minimum coverage identified below will remain in force during the life of this contract. Except for workers compensation and accident/injury policies, each policy shall name the Board as an additional insured or loss payee, as applicable. No funds will be disbursed until proof of coverage, in the form of insurance or a binder is provided. The Offeror should determine if there are added costs to include the Board as an additional insured and include such costs in the budget. For additional information regarding insurance requirements, refer to the FMGC Chapter 3.

|  |  |  |  |
| --- | --- | --- | --- |
| TYPE OF COVERAGE | MINIMUM REQUIREMENT | OFFEROR’S COVERAGE | EXPLANATIONS |
| Participant Insurance | $1,000,000 |  |  |
| General and Professional Liability Insurance | $1,000,000 per claim  $3,000,000 annual aggregate |  |  |
| Public Liability and Property Damage Insurance | $100,000 per occurrence  $300,000 aggregate  $100,000 property |  |  |

**Attachment 14 Policies for Subcontractor Management**

**(If applicable, Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 15 Cost Allocation Plan**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 16 Indirect Cost Plan**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 17 Certifications and Assurances**

**This space is intentionally left blank.**

**Attachment 17 A**

**Statement of Qualifications (1 of 2)**

**(NAME OF ORGANIZATION) (DATE)**

Requests consideration for placement on the Qualified Offeror s List of the Lower Rio Grande Valley Workforce Development Board, d.b.a. Workforce Solutions, Inc. (Workforce Solutions).

In submitting this Statement, Offeror certifies that it is true and accurate to the best knowledge of the signator. If Offeror is a public or private not-for-profit agency, Offeror certifies that personnel policies are on file at their agency for inspection.  **Offeror also certifies that the Workforce Solutions is authorized to examine administrative and fiscal systems for compliance with minimum requirements to be on the Qualified Offeror s List**. It is understood that the Workforce Solutions reserves the right to request additional information regarding administrative, financial, and legal status, and to visit the facilities at normal and reasonable hours.

**Also, Offeror certifies that each Attachment to this Statement of Qualifications has been completed and is submitted as integral to this Statement.**

*I certify that I am authorized to submit this Statement on behalf of the above named organization. If any information changes significantly, the Workforce Solutions will be notified. I certify that the contents of this document are true and correct.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Address

**List the name, title, and telephone number of individual (s) authorized (if different than signatory above) to sign proposals and contracts on behalf of Offeror.** (Provide address, if different than address listed above.)

Name Title Address Telephone/Fax E-mail

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Other Contact Person:**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(2 of 2)**

**1. LEGAL STATUS**

**\_\_\_\_\_\***Private For-Profit Corporation (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Date Incorporated State

\_\_\_\_\_\_Private Not-for-Profit Corporation (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Date Incorporated State

**\*\*** IRS Not-for-profit classification for Tax Exemption (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

\_\_\_\_\_\_State, local or Indian Tribal Government

\_\_\_\_\_\_Educational Institution (post-secondary)

\_\_\_\_\_\_Other (Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*Attach a copy of your certificate or articles of incorporation, or other proof of legal power to contract and conduct business in Texas.**

**\*\*Attach a copy of the Internal Revenue Service letter of determination of your nonprofit status. If community-based agency, provide documentation.**

**2. ORGANIZATION INFORMATION (Must provide.)**

**a. Internal** Revenue Service (IRS) Employer’s Number (EIN)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **GOVERNING BODY, BOARD OF DIRECTORS OR OTHER PRINCIPALS**

**(Attach separate sheet if necessary)**

Name Title Address Telephone

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**3. FIDELITY BOND & INSURANCE**

1. Does the agency have a fidelity bond or employee dishonesty insurance? ○ **\*YES ○ NO**

**\*If YES, attach copy of a binder or a copy of the current policy.**

1. Does the agency have general liability insurance? ○ **\***YES ○ NO

**\*If YES, attach copy of a binder or a copy of the current policy**.

**4.** **CERTIFICATIONS AND ATTACHMENTS**

Please complete Attachments A through M, and submit with the Statement of Qualifications.

**Attachment 17 B**

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this quote/bid and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/bid. Sign as a representative for the firm, and carry out services solicited in this solicitation:

**Signature of Authorized Agent**: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name and Title of Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Web Site Address (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note:** The \_\_\_\_\_\_\_\_ ensures that small, minority, disadvantaged, and women’s businesses are utilized as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities.

Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by Texas Government Code 407.101.

Yes \_\_\_\_\_ No \_\_\_\_\_

**If the answer is yes**, is your firm registered with the State General Services Commission and a HUB?

Yes \_\_\_\_\_ No \_\_\_\_\_**\_**

**Attachment 17 C**

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

*This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, 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, 682), Department of Health and Human Services (45 CFR Part 76).*

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not 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 statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense 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 form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization/Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Representative** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

**Attachment 17 D**

**CERTIFICATION REGARDING 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 Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).*

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 or 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 a federal contract, grant, loan, or cooperative agreement.

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, an 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Organization**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of Authorized Representative Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title of Authorized Representative**

**Attachment 17 E**

**CERTIFICATION REGARDING**

**TEXAS CORPORATE FRANCHISE TAX**

*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 entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.*

The undersigned authorized representative of the entity subcontracting 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 subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

 The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

 The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Business

Type of Business (if not corporation):  Sole proprietor

 Partnership

 Other

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I.R.S. Tax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative’s Printed Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Authorized Representative

**Attachment 17 F**

**CERTIFICATION REGARDING 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), Department of Health and Human Services (45 CFR Part 76).*

The undersigned subcontractor certifies it will provide a drug-free workplace by:

1. 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;

1. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’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;
2. Providing each employee with a copy of the subcontractor’s policy statement;
3. Notifying the employees in the subcontractor’s policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
4. Notifying the Board within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,
5. 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.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Organization**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of Authorized Representative Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title of Authorized Representative**

**Attachment 17 G**

**DISCLOSURE OF INTERESTS** (1 of 2)

It is the fiscal policy of Workforce Solutions that all persons or firms seeking to do business with Workforce Solutions have to provide the following information**. Every question must be answered. *If the question is not applicable, answer with “NA”.***

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. BOX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STREET: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_

Firm is: (1.) Corporation 🞏 (2.) Partnership 🞏 (3.) Sole Owner 🞏 (4.) Association 🞏 (5.) Other 🞏

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each “non-managerial employee” of having an “ownership interest” constituting 10% or more of the ownership in the above name “firm”

Name Job Title

1. State the names of each “managerial employee” of Workforce Solutions having an “ownership interest” constituting 10% or more of the ownership in the above name “firm”

Name Job Title

1. State the names of each “member” of Workforce Solutions or Board Staff having an “ownership interest” constituting 10% or more the ownership in the above name “firm”

Name Job Title

(2 of 2)

1. State the name of each employee or officer of a “consultant” for Workforce Solutions who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 10% or more of the ownership in the above name “firm”

Name Job Title

1. Other

Name Job Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization/Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Representative** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

**Attachment 17 H**

**TEXAS STATE ASSESSMENT CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract 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 Organization/Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Representative** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

**Attachment 17 I**

**LISTING OF PRIOR PERFORMANCE OF CONTRACTS OR SIMILAR SERVICES**

**Note: Respondent must submit at least three (3) responsive business references**.

*(References from past projects for same or similar goods/services.)*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Customer Agency** | | | **Contact Person** | **Telephone #** | **Address** | | **Amount of Contract** |
| 1. | |  |  | |  |  |  | | |
| 2. | |  |  | |  |  |  | | |
| 3. | |  |  | |  |  |  | | |

**Attachment 17 J**

**ADMINISTRATIVE MANAGEMENT SURVEY (1 of 2)**

**Answer the following questions regarding your administrative management system.**

**Information will be verified. Provide copies as indicated.**

|  |  |  |  |
| --- | --- | --- | --- |
| **QUESTION** | **YES** | **NO** | **N/A** |
| **1. Is your organization in good standing with the Secretary of the State of Texas?** |  |  |  |
| **2. Does your organization have written personnel policies?** |  |  |  |
| **3. Do your written personnel policies contain procedures for:** |  |  |  |
| **a. Open employee recruitment, selection, and promotional opportunities based on ability, knowledge, and skills;** |  |  |  |
| **b. Providing equitable and adequate compensation;** |  |  |  |
| **c. Training employees to assure high-quality performance;** |  |  |  |
| **d. Retaining employees based on the adequacy of their performance, and making adequate efforts for correcting inadequate performance;** |  |  |  |
| **e. Assuring fair treatment of applicants and employees in all aspects of personnel without regard to political affiliation, race, color, national origin, sex, age, physical handicap or religious creed, with proper regard for their privacy and constitutional rights as a citizen; and** |  |  |  |
| **f. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or nomination for office?** |  |  |  |
| **4. Can your organization revise its present written personnel policies to include the above procedures?** |  |  |  |
| **5. Do your written personnel policies contain a prohibition against nepotism and code of conduct?** |  |  |  |
| **6. Do your written personnel policies contain a prohibition against employees using their positions for private gain for themselves or other parties?** |  |  |  |
| **7. Does your organization have an authorized, written travel policy for employees and authorized agents that provides for reimbursement for mileage and per diem at a specified rate?** |  |  |  |
| **8. Does your organization have a written employee grievance procedure used to resolve employment complaints?** |  |  |  |
| **9. Does your organization have the capacity or staff to produce and maintain participant records and other information as needed by the Board?** |  |  |  |
| **10. If certain costs are determined to be disallowed, does your organization have a procedure or source for reimbursing such costs to the Board?** |  |  |  |
| **11. Does your agency have a State Comptroller Vendor Number?** |  |  |  |
| **12. Is your organization governed by a Board/Council?** |  | (2 of 2) |  |
| **13. Does your organization operate under local rules or by-laws?** |  |  |  |
| **14. Has your Board/Council reviewed and approved this proposal? (Attachment must be submitted)** |  |  |  |
| **15. Does your organization have a current approved Fidelity Bond?** |  |  |  |
| **16. Does your organization have an EEO/Affirmative Action Plan?** |  |  |  |
| **17. Does your organization have a Complaint Monitor or Ethics Designee?** |  |  |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Organization**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of Authorized Representative Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title of Authorized Representative**

**Attachment 17 K**

### FISCAL MANAGEMENT SURVEY (1 of 2)

**Answer the following questions regarding your fiscal management system. Information will be verified. Provide copies as indicated. Information will be verified. Provide copies as indicated.**

|  |  |  |  |
| --- | --- | --- | --- |
| **QUESTION** | **YES** | **NO** | **N/A** |
| **1. Do you have a copy of the applicable regulations pertaining to the programs?** |  |  |  |
| **2. Do you have a copy of the Uniform Grants and Contract Management Standards?** |  |  |  |
| **3. Does your accounting system provide you with adequate information to prepare a monthly financial report? (Such report must be derived from a balance sheet and income and expense statements).** |  |  |  |
| **4. Does your accounting system provide control and accountability over all funds received, property, and other assets?** |  |  |  |
| **5. Can your accounting system provide for financial reports on an accrual basis?** |  |  |  |
| **6. Does your accounting system provide for identification of receipt and expenditure of funds separately for each funding source?** |  |  |  |
| **7. Are your accounting records maintained in such a manner as to facilitate the tracking of funds to source documentation of the unit transaction?** |  |  |  |
| **8. Does your accounting system have the capability to develop procedures for determining the allowability and allocation of costs in accordance with the provisions of federal regulations and the Uniform Grants and Contract Management Standards?** |  |  |  |
| **9. Are State and Federal funds advanced to you deposited in a bank with FDIC coverage?** |  |  |  |
| **10. Has the bank in which you deposit State and Federal funds insure the account(s) or put up collateral or both which is equal to the largest sum of money which would be in such bank account(s) at any one point in time?** |  |  |  |
| **11. Do you make monthly reconciliations of your bank account(s)?** |  |  |  |
| **12. Are these reconciliations made by the same person who performs the record keeping for receipt and disbursement transactions?** |  |  |  |
| **13. Do you record daily your cash receipts and disbursement transactions?** |  |  |  |
| **14. Are there individuals or positions in your organization which have as one of their duties, the receipt, distribution or handling of money covered under bond?** |  |  |  |
| **15. Is there one person who is directly responsible for all fiscal transactions?** |  |  |  |
| **16. Is there a person who is responsible for the receipt of all purchased goods?** |  |  |  |
| **a. Does this person immediately assign upon receipt an inventory number to the required items?** |  |  |  |
| **b. Does this person perform an inventory audit at least once a year?** |  |  |  |
| **c. Do you maintain records on all property acquisition, disposition, and transfers?** |  |  | (2 of 2) |
| **17. Do you have written procedures and internal controls established for the procurement of goods and services?** |  |  |  |
| **18. Is a bid process incorporated in your purchasing procedures for acquisition of major items of equipment and office space?** |  |  |  |
| **19. Is documentation (i.e., Time sheets, etc.) properly kept to support each payroll disbursement?** |  |  |  |
| **20. Are records maintained to support authorized leave (sick, etc.)?** |  |  |  |
| **21. Is proper documentation maintained to support travel disbursement?** |  |  |  |
| **22. Has a formal audit of your organization's financial records been conducted within the past year?** |  |  |  |
| **23. Do you have an indirect cost plan with current approval by a cognizant agency?** |  |  |  |
| **24. Is your organization funded by more than one source?** |  |  |  |
| **25. Does your organization have a written lease agreement**  **for all rented or leased property?** |  |  |  |
| **26. Does your organization have written accounting procedures? (Provide Copies)** |  |  |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Organization**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Representative Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name and Title of Authorized Representative**

**Attachment 17 L**

**EQUAL OPPORTUNITY AND NONDISCRIMIANTION (1 of 2)**

The (**Name**) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under the Workforce Innovation Opportunity Act, on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any Workforce Innovation Opportunity Act financially assisted program or activity. (**Name**) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

**EEO Laws, Rules, Guidelines, Regulations**

(**Name**) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders (29 CFR 38.25). Such regulations include:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
2. Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 38 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
4. Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
5. Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
6. Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
7. Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
8. Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
9. Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.
10. Title IX of the Education Amendments Act of 1972 which prohibits discrimination on the basis of sex under any education program or activity receiving Federal financial assistance
11. 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 (including pregnancy, childbirth, and related medical condition, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

**(2 of 2)**

(**Name**) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. (**Name**) takes positive steps to eliminate any systematic discrimination from personnel practices. (**Name**) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

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Name of Organization/Firm

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**Signature of Authorized Representative** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

**Attachment 17 M**

**CERTIFICATION REGARDING CONFLICT OF INTEREST**

By signature of this bid proposal, Respondent covenants and affirms that:

* No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of Workforce Solutions;
* No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of Workforce Solutions;
* No member of the Board, the CEO or an employee of Workforce Solutions is a manager or paid consultant of the respondent;
* No member of the Board, the CEO or an employee of Workforce Solutions owns or controls more than 10 percent in the Respondent;
* No member of the Board, CEO, or employee of Workforce Solutions receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
* Respondent has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;
* Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Workforce Solutions and shall immediately refund to Workforce Solutions any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Workforce Solutions relating to that contract.

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Name of Organization/Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Representative** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

**Attachment 18 Historically Underutilized Business (HUB) Certificate**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 19 Organizational Chart**

**(Offeror Submits)**

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**Attachment 20 Functional Chart**

**(Offeror Submits)**

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**Attachment 21 Management Staff Resumes and Job Descriptions**

**(Offeror Submits)**

**This space is intentionally left blank.**

**Attachment 22 Job Descriptions for Other Staff**

**(Offeror Submits)**

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**Attachment 23 Transition Plan Questionnaire**

**Transition Plan Questionnaire**

The Board anticipates awarding the contract during its Board meeting tentatively scheduled for June 26, 2019, with authorization to execute the contract tentatively scheduled for August 28, 2019.

1. Provide an outline of your plan for transition, include:
   * Timetable for transition
   * Transfer of program records
   * Assumption of or release from obligations
2. Describe how continuity of service delivery will be maintained, include:

* Plan of coordination with the Workforce Solutions Career Centers Contractor
* How provision of the appropriate level of service to customers will continue.

1. Describe your plan for hiring staff, include,

* Evaluation of staff performance
* Maintaining staff accountability
* Training/cross-training staff

A fully developed transition plan will be negotiated prior to contract start date.

**This space is intentionally left blank.**

**Attachment 24 Planning Estimates**

|  |  |
| --- | --- |
| **Federal and State Funding Source** | **Program Allocation FY2019/2020**  **(Estimate)** |
| Workforce Innovation and Opportunity Act – Adult CFDA 17.258 | $3,700,000 |
| Workforce Innovation and Opportunity Act – Dislocated Worker CFDA 17.278 | $1,500,000 |
| Workforce Innovation and Opportunity Act – Youth CFDA 17.259 | $4,000,000 |
| Trade Act Services CFDA 17.245 | $15,000 |
| TANF – Choices CFDA 93.558 | $2,000,000 |
| Supplemental Nutrition and Assistance Employment and Training CFDA 10.561 | $800,000 |
| Child Care Services Formula Allocation CFDA 93.575, 93.596, 93.667 | $45,000,000 |
| Non-Custodial Parent Choices CFDA 93.558 | $350,000 |
| Re-Employment Services Eligibility Assessment CFDA 17.225 | $375,000 |

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**Attachment 25 Annual Budget Forms**

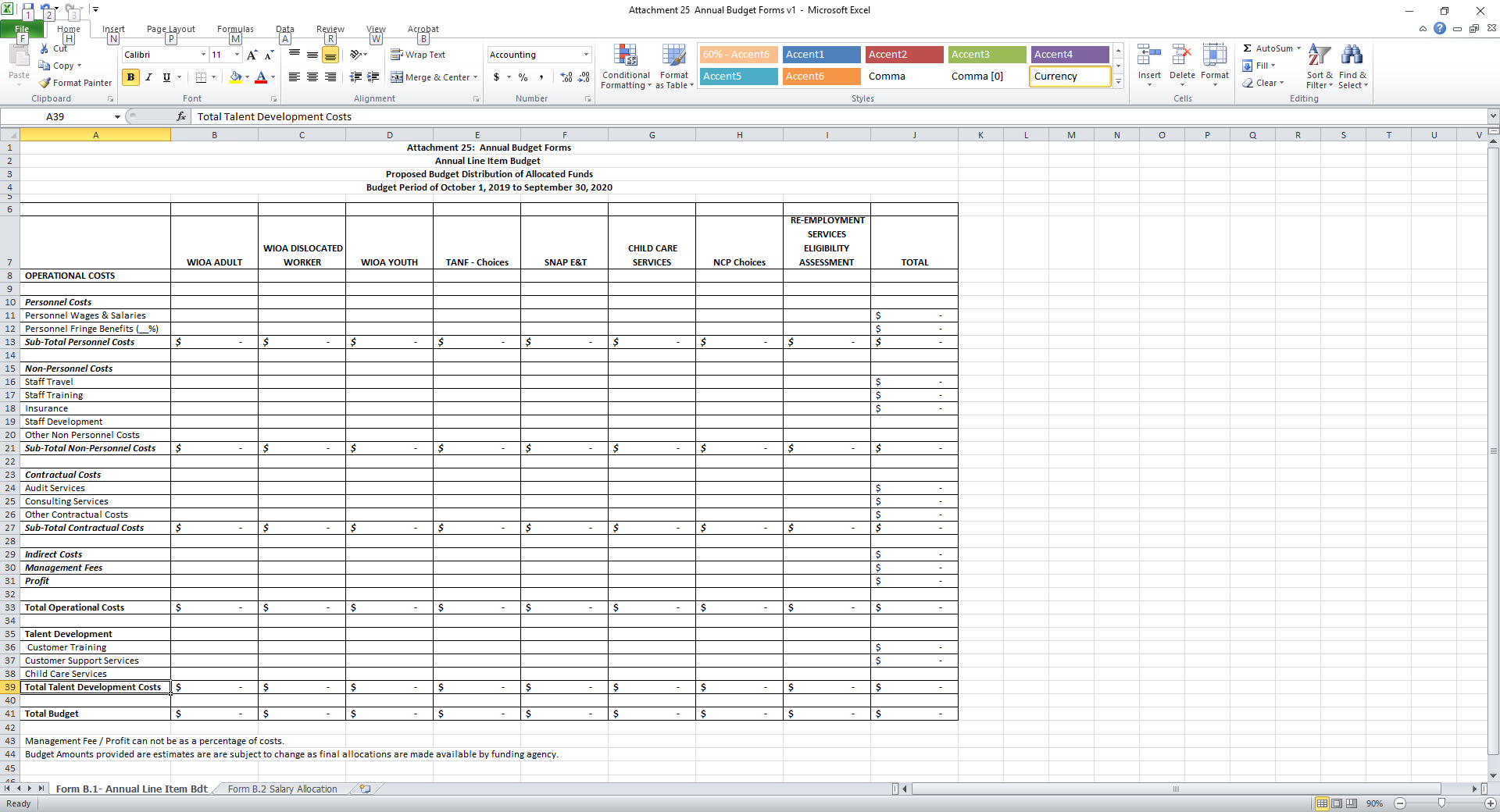
**This attachment must be downloaded from our website in order to fill in the budget.**

**Note, there are two tabs that require completion:**

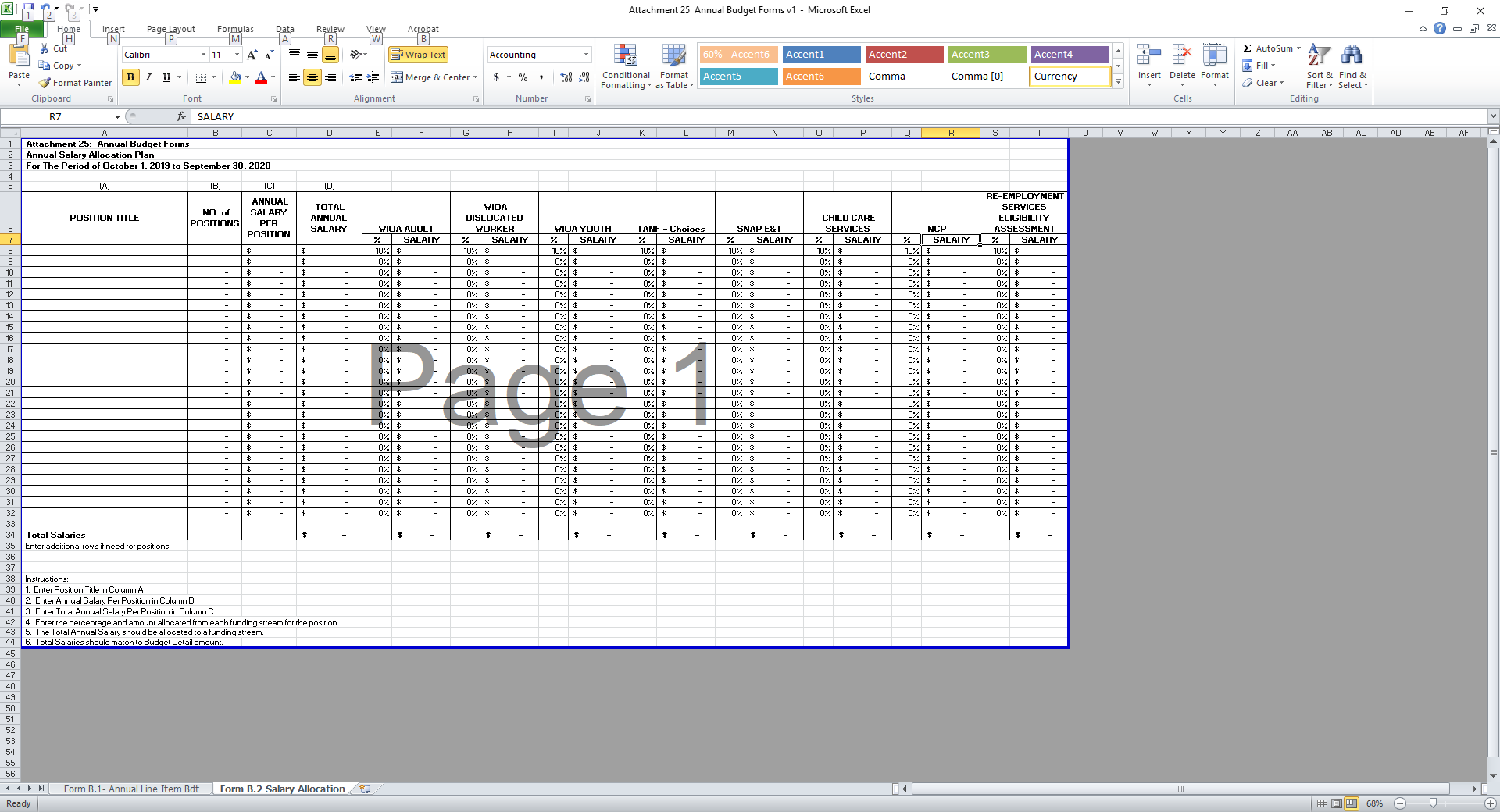
**1) Form B.1 – Annual Line Item Bdt;**

**2) Form B.2 – Salary Allocation**

**FORM B.1**



**FORM B.2**



**Attachment 26 Budget Narrative Annual**

### 

### Budget Narrative (Annual)

### Period of October 1, 2019 to September 30, 2020

**Budget Narrative Instructions**: Provide for each line item of your budget an explanation of the costs you are proposing. Narrative should provide a level of detail sufficient to show justification of cost and how the budgeted amount was developed.

**Personnel Costs:**

1. **Salaries** – Complete Annual Salary Allocation Plan. The information entered on budget form should be consistent with the proposal narrative and the total salaries should match the amount entered on Budget Form B.1 – Annual Line Item Budget.

2. **Fringe** **Benefits** – List all fringe benefits provided to staff. Provide the cost and or percentage of salary each represent. Indicate your organization's total fringe rate.

**Non-Personnel Costs**

1. **Staff Travel** – Identify all travel costs (mileage reimbursement, per diem, lodging,

transportation, etc. as paid by the State of Texas) associated with this proposal. List in-state and out-of-state travel costs separately. Explain all out-of-state travel.

1. **Staff** **Training** – Explain the type and purpose of each training exercise to be provided to the staff and breakdown of all related costs (tuition, registration fees, trainer costs, etc.).
2. **Insurance –** List each type of insurance and cost separately. Explain how premiums are allocated if costs are share with non-workforce uses.
3. **Staff Development –** List any planned trainings/seminars for staff.
4. **Other** **Non-Personnel** **Costs** – Identify and explain any other non-personnel costs not included in this section. Provide sufficient description of cost and purpose for the costs.

**Contractual Costs**

1. **Audit Services** – Provide estimated cost of conducting an annual audit. If known, provide the name and contact information of the auditor.
2. **Consulting** **Services** – List each consulting service to be purchased. Provide an explanation/reason for each service. Along with hourly/daily rates and any related costs.
3. **Other** **Contractual** **Services** – Identify and explain any other contractual costs not already included disclosed.

**Indirect** **Costs**

If proposing Indirect Costs, specify the rate used and describe the method of calculation used in deriving the rate. You must submit a copy of your approved plan and/or cognizant agency letter approving an indirect cost rate. Regardless of the approved rate the final indirect cost rate on the resulting contract will be negotiated.

**Management Fee/Profit**

If proposing a Management Fee or Profit, identify the amount and show how the amount was developed. Profit is only available to for-profit entities. Management Fee/Profit may be subject to negotiation prior to contract award.

Note: Indirect Costs and/or Management Fee/Profit, may not be computed on Talent Development Costs.

**Talent Development**

Talent Development costs (training, child care services and support services) while also paid directly to vendors by the Workforce Solutions Board will be managed by the Offeror and should be included in the Offeror’s budget. These costs include participant payments, such as support services (transportation, etc.), child care services, work experience, Individual Training Accounts (ITA), On-the-Job Training (OJT) and other types of training.

**This space is intentionally left blank.**

**Exhibit A Standard Procurement Terms and Conditions**

**STANDARD PROCUREMENT TERMS AND CONDITIONS**

**Modifications or Withdrawals by Offerors:**

Proposals may be modified or withdrawn by written notice to Workforce Solutions, addressed to Robert Barbosa, CTCM, Finance Manager **prior to the deadline for the submission of proposals**. Any changes must be initialed by the person(s) signing the proposal. In no event may proposals be modified by the Offeror after the submission deadline, unless a modification is requested by the Board as a condition of proposal clarification or contract negotiation.

**Addenda to the RFP:**

Workforce Solutions reserves the right to delay, amend, or reissue this RFP at any time. At the discretion of Workforce Solutions, if it becomes necessary to revise any part of this RFP, an addendum will be mailed to all known recipients of this RFP. Changes to the timeline for this request and/or additional information will be provided as changes occur.

**Right to Cancel, Accept or Reject:**

Workforce Solutions reserves the right to cancel all or any part of this RFP at any time without prior notice. Workforce Solutions also reserves the right to modify the RFP process and timeline as is deemed necessary.

The RFP does not commit Workforce Solutions to accept any proposal submitted, nor is Workforce Solutions responsible for any costs incurred by the Offeror s in the preparation of responses to this RFP. Workforce Solutions reserves the right to reject any or all Request for Proposals, to accept or reject any or all items in the Request for Proposals, and to award the contract in whole or in part as is deemed to be in the best interest of Workforce Solutions. Workforce Solutions reserves the right to negotiate with any Offeror after proposals are reviewed, if such action is deemed to be in the best interest of Workforce Solutions.

**Submission, Evaluation, Selection, and Contract Award:**

Instructions for the Submission of hard copies of Offerors proposals can be found are contained in Section II Procurement Contents and Sequence located on pag es 15 - 19.

**Ex**‐**Parte Communication:**

It is the policy of Workforce Solutions to prohibit ex‐parte communication with any board

member or other person serving as an evaluator during the RFP process. Offeror s’

directly contacting board members or evaluators risk elimination of their proposals from further consideration.

**More Standard Terms and Conditions:**

Positive efforts shall be made to utilize Historically Underutilized Businesses (HUBs, i.e.,

minority and female‐owned or operated businesses) as vendors, and to allow such

organizations maximum feasible opportunity to compete for award.

Proposals received will become a part of the Board’s official files without further obligation to the bidders. The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Offeror to accept these obligations can result in cancellation of an award or purchase agreement. Workforce Solutions reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, cost, terms, or Bidder’s ability to meet the terms and conditions of this RFP or if adequate funding is not received from TWC.

A response does not commit Workforce Solutions to award a purchase agreement or contract or to pay any costs incurred in the preparation of a response, nor did to pay for any costs incur prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by Workforce Solutions.

Workforce Solutions reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the bidder’s goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all Offerors.

Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of Workforce Solutions, or to any consultant, employee, or member of the Board of Directors for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.

**DEBRIEFING AND PROTEST:**

The Lower Rio Grande Valley Workforce Development Board (the “Board”), is the responsible authority for handling protests regarding the procurement and bid selection process.

Once a procurement decision is made, the Board shall notify each bidder in writing of the results. Unsuccessful bidder shall be advised, in writing, that they have the right to request a debriefing or to request a hearing.

**DEBRIEFING**

The purpose of a Debriefing is to promote the exchange of information between a bidder and Board staff pertaining to the proposal process and the bid evaluation system. The goal of a Debriefing is to assist a bidder in improving the quality of future bids. The Board will not host a Debriefing to a bidder who has engaged in the Hearing process described below.

A Debriefing shall include an informal exchange of information pertaining to the Board’s proposal process and bid evaluation system and shall serve as an educational function for bidders. During a Debriefing the bidder will receive information on how their proposal was received and ranked. The Board reserves the right to limit the amount of time allocated for a Debriefing.

**Step 1:** Bidders who desire a Debriefing must submit a written request within ten (10) calendar days of receipt of the Board’s notification of the procurement decision. The Board shall acknowledge receipt of the request for a Debriefing in writing within five (5) working days of receipt, along with the date and time of the scheduled Debriefing.

**This space is intentionally left blank.**

The Request for a Debriefing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as “Dated Material” and addressed to:

Mr. Francisco Almaraz, Chief Executive Officer

Workforce Solutions Corporate Office

3101 West Business 83

McAllen, TX 78501

Telefax, facsimile and e-mail requests for a Debriefing will NOT be accepted.

**Step 2:** The Debriefing shall be scheduled at the Board’s Office located at 3101 West Business 83 McAllen, Texas no later than ten (10) working days from the date the inquiry is received by the Board.

**Step 3**: Board staff and/or the independent evaluators of the specific bid proposal shall meet with the bidder and shall review: 1) the proposal and bid evaluation process; and 2) how the appealing party’s proposal/bid was scored and ranked; suggestions on how to improve future bids (if applicable).

**APPEAL/HEARING REQUEST**

An Appeal occurs when an unsuccessful bidder believes that they were treated unfairly in the bid proposal and award process and that they, rather than the organization selected for the award, deserve the procurement contract. The Board will not grant a Hearing to a bidder who has engaged in the Debriefing process described above.

**Step 1**: If a bidder wishes to appeal the decision of the Board regarding their bid proposal, the complainant bidder must submit to the CEO, a written Request for a Hearing within ten (10) calendar days of receipt of the Board’s notification of the procurement decision. The Board shall acknowledge receipt of the request for a Hearing in writing within five (5) working days of receipt, along with the date and time of the scheduled Hearing. The Request for a Hearing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as “Dated Material” and addressed to:

Mr. Francisco Almaraz, Chief Executive Officer

Workforce Solutions Corporate Office

3101 West Business 83

McAllen, TX 78501

Telefax, facsimile and e-mail notices will NOT be accepted.

**This space is intentionally left blank.**

**Step 2:** The written Request for a Hearing sent to the CEO must include the following information:

1. The funding decision being appealed (i.e. specific date of the RFP/IFB and the Board action taken).
2. Name, address and phone number of the protesting party(ies);
3. A description of any alleged acts or omissions by the Board that form the basis for the protest (this must include the specific concerns and the specific grounds for the protest).
4. Any written information the bidder believes is relevant to the protest;
5. The remedy sought by the bidder.

**Step 3:** Upon written request, the Board staff shall make available to the bidder all requested documents not exempted from disclosure under state or federal law. The Board will provide copies of these documents upon payment of the standard fees for record duplication.

**Step 4:** A Hearing shall be scheduled at the Board Offices at a mutually agreed time and date but no later than twenty (20) calendar days from the date the request for a Hearing is received by the Board.

**Step 5:** The CEO or his/her designee shall act as the Hearing Officer. The CEO shall also appoint a Committee of either Board members and/or Workforce Solutions staff to serve as the Hearings Committee. Such committee shall consist of the Hearing Officer and either two (2) or four (4) additional committee members.

**Step 6:** The Hearings Committee shall meet with the protesting party to discuss the specific concerns and the specific grounds for the protest identified in the Request for a Hearing (see Step 2(c) above). Only those issues presented in the Request for a Hearing will be addressed at the Hearing. The Hearings Committee shall evaluate the appropriate actions which should be taken while abiding by Workforce Solutions funding rules and regulations and which are consistent with the Board’s procurement policies.

**Step 7:** A determination will be made within ten (10) business days from the date of the Hearing. Should the Hearings Committee determination result in a different outcome for the bidder, such recommendation shall be presented to the full Board for consideration and possible action at the next scheduled meeting. However, the Board is NOT obligated to accept the Hearings Committee determination and/or recommendations.

If the Hearing Committee’s determination does not result is a different outcome to the bidder, such information need not be presented to the Board and the bidder shall be informed in writing by the Hearings Officer of the Hearing outcome.

**APPEAL TO TEXAS WORKFORCE COMMISSION**

Texas Workforce Commission (the “TWC”) will not review any protest from a bidder until all administrative remedies at the local Board level have been exhausted. TWC appeal review is limited to:

Violations of federal laws and regulations (Violations of state and local laws shall be under the jurisdiction of state and local authorities).

Violations of the Board’s protest/dispute procedures or failure to review a protest or dispute.

**8.Accessibility**

Contractor(s) are required to ensure that all facilities in which services are conducted or performed pursuant to an executed contract are in compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 with respect to physical and program accessibility.

**9.Nondiscrimination and Equal Opportunity**

Contractor(s) must conduct all programs in accordance with provisions of the following laws, as they apply to specific programs or activities:

•Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.

•Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.

•Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.

•Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.

•Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.

•Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).

•Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

•Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

•Title IX of the Education Amendments Act of 1972 which prohibits discrimination on the basis of sex under any education program or activity receiving Federal financial assistance

Contracts will not deny benefits of any program, activity or service to any person, and are prohibited from discriminating against any employee or applicant for employment, because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief. Contractor(s) will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

**10. Insurance and bonding:**

1. **Participant Insurance**

Participants who do not qualify as “employees” (i.e. those participants who are not engaged in direct work activities such as work experience) must be covered by on-site medical and accident insurance. Such insurance shall provide coverage in the amount of $1,000,000. Participants who do qualify as employees must be covered by worker’s compensation or insurance comparable to worker’s compensation. All contractor(s) must also ensure that employers, contractor providers, and caregivers accept liability for injuries while participants are on their premises.

1. **General and Professional Liability Insurance**

The Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor’s responsibilities or the responsibilities of Contractor’s personnel under the final executed contract. Such insurance shall provide coverage in the amount of $1,000,000.00 per claim $3,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. The Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of the Contract to the Board.

1. **Public Liability and Property Damage Insurance**

The Contractor shall also maintain at its sole cost and expense public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of $100,000 per occurrence, $300,000 aggregate liability, and $100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of the Contract to the Board.

1. **Bonding**

The Contractor is required to maintain fidelity bonds on their staff members who handle grant funds. The bonds may be position or blanket and must cover at least the maximum amount of a monthly payment under a Workforce Solutions Board contract. The Contractor will be the insured and the Board will be the certificate holder. The Contractor shall immediately notify the Board if the bond is canceled or reduced and no further cash disbursements will be made to the Contractor until adequate coverage has been obtained.

1. **Documentation**

Contractors are required to provide the Board with copies or originals of all certificates demonstrating proper insurance coverage. Contractor(s) are required to maintain certificates and policies on-site.

**11. Organizational capacity**

Offerors must demonstrate that they have the organizational capacity to administer a program in accordance with the requirements in this Request for Proposals. The Board reserves the right to conduct a pre-award survey of each Offeror approved from this Request in order to determine the capacity of the Offeror's organization to operate a program, meet administrative requirements, and maintain an adequate financial system. The Board also reserves the right to deny a contract to any Offeror approved for funding which does not make timely changes required by the Board, as a result of a pre-award survey, to bring its systems into compliance.

**12.Resolutions**

Private non-profit organizations and agencies of state or local government (including independent school districts and community college districts) responding to this Request must include the following: (1) a resolution from Offeror’s governing body or board authorizing the submission of the proposal; and (2) a letter of transmittal from the chief executive officer of the Offeror’s organization. Private for-profit corporations submitting a proposal must include a statement signed by an authorized representative of the corporation authorizing submission of the proposal. Offerors, in accordance with the requirements under HB 1863, may not be the deliverers of occupational or basic skills training. An Offeror who is currently a training provider but agrees to divest of all training activities may apply under this proposal with a statement to that effect.

**Contract Terms and Litigation Warranty**

Workforce Solutions will negotiate a contract with the successful Offeror s. Workforce Solutions’ assurances and general provisions standard contract terms are stated herein. These will be the terms and conditions used by Workforce Solutions in its contract, and will form the basis for contract negotiations.

This RFP, any addenda, and the Offeror’s response shall also become part of the contract between Workforce Solutions and the Offeror Workforce Solutions is not responsible for oversights in this RFP that are not brought to the attention of Workforce Solutions prior to starting contract negotiations. The Offeror shall indicate in its Proposal any exceptions that the Offeror takes to the terms and conditions stated herein, or to any of the contents of this RFP. Contract terms required by the Offeror must be included or attached to the Offeror’s Proposal.

Offeror s, by submitting a Proposal(s), warrant that they are not currently involved in litigation or arbitration concerning Offeror’s performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against Offeror on the basis of Offeror’s performance in supplying the same or similar services, unless such fact is disclosed to Workforce Solutions in the Proposal(s). Disclosure will not automatically disqualify the Offeror; however, Workforce Solutions reserves the right to evaluate Proposal(s) on the basis of facts surrounding such litigation or arbitration.

**FUNDING WARRANTY**

Offeror s, by submitting a Proposal(s), warrant that in the preceding three (3) years they have not had one or more public transactions (federal, state, or local) terminated for cause or default.

**WORK FOR HIRE**

Offeror agrees that all intellectual properties created by Offeror while operating the Workforce System under a contract with Workforce Solutions, including without limitation, all patentable, trademarkable and copyrightable inventions and recordings, in every format, are each a “work for hire” and are the sole and exclusive property of Workforce Solutions, whether or not jointly conceived. In the event the Contract Agreement does not qualify as a “work for hire” agreement, in partial consideration for the compensation paid to Offeror pursuant to the contract to operate the Workforce System, Offeror hereby irrevocably assigns to Workforce Solutions, in perpetuity, all forms of intellectual property created by Offeror while under a contract with Workforce Solutions. Offeror agrees to execute any forms of assignment or transfer reasonably requested by Workforce Solutions during or following the term of the contract to evidence the foregoing agreement of the parties.

**RESTRICTIONS ON DISCLOSURE**

Confidential Information: It is the Offerors responsibility to clearly identify any information deemed confidential or proprietary. Such confidential information will be protected and treated with confidentiality only to the extent permitted by state law. Information not protectable by state law will be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the Proposal or contract record.

Request for Proposals for Workforce System Proposals will be received and maintained consistent with the Texas Public Records Act. In general, Request for Proposals for Workforce System Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Offerors should be aware; however, that Workforce Solutions is required by Texas Law to make its records available for public inspection and copying, with certain exceptions.

It is Workforce Solutions’ belief that this legal obligation would NOT require the disclosure of confidential or proprietary information that constitutes a trade secret under Texas law. Workforce Solutions pledges to use its best efforts to resist any effort to compel disclosure of material that any Offeror has reasonably and timely designated as proprietary information.

However, the Offeror, by submission of materials marked proprietary, expressly acknowledges and agrees that Workforce Solutions will have any obligation or liability to the Offeror in the event a court of competent jurisdiction compels the disclosure of these materials. Workforce Solutions operates in the Jurisdiction of Hidalgo County.