

**REQUEST FOR PROPOSALS**

*Issued by*

**WORKFORCE SOLUTIONS OF CENTRAL TEXAS BOARD**

*For*

**LEASE SPACE FOR WORKFORCE SOLUTIONS CENTER**

**IN**

**Killeen Metropolitan Area, Texas**

**Bell COUNTY**

**Issue Date: May 31, 2019**

**Letter of Intent to Bid: June 7, 2019**

**End of Question Period: June 21, 2019**

**Proposal Due Date and Time: July 12, 2019**

Workforce Solutions of Central Texas Board  
200 North Main, P. O. Box 450  
Belton, TX 76513

Serving the Texas Counties of Bell, Coryell, Lampasas, Milam, Mills, Hamilton, and San Saba.

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## I. PURPOSE AND BACKGROUND INFORMATION

### A. Purpose

The Workforce Solutions of Central Texas Board, (Board) is soliciting proposals for lease space for a **Workforce Solutions Center office to be located in Killeen, Texas**. The purpose of this Request for Proposal (RFP) is to solicit bids for existing space, renovation of existing space, and/or construction of a facility that can be leased in whole or part to the Board.

### B. Authority

Workforce Solutions of Central Texas Board (Board) serves as the administrative entity for federal and state workforce programs and funds allocated to the seven county Central Texas workforce development area. The Board is a quasi-governmental organization established by state and federal law that was certified by Governor George W. Bush on September 11, 1996. The Board contracts with the Central Texas Council of Governments for financial management services. The Board's primary responsibility is to provide policy and program guidance and to exercise independent oversight, and evaluation of workforce development programs and services that affect area employers, residents and job seekers. A key element of the system is a Workforce Solutions Center where customers may access all services.

### C. General Overview and Request

The Board is currently leasing 37,976 square feet space at 300 Cheyenne, Killeen, Texas, Bell County. The Board is seeking approximately 37,500 to 40,000 square feet of existing space, renovated space, and or newly constructed property within the Killeen Metropolitan area of Bell County, Texas that is easily accessible to the public. The Workforce Solutions Center (Center) currently houses approximately 70 staff on a daily basis and serves an average of 300 customers per day. Based on the average number of staff and customers daily, the minimum number of required parking spaces is 370 (of which 8 spaces, must be marked as "**Accessible Parking**").

Services include access to resource areas with computers, fax machines, copiers and printed materials; workshops, assessments and training and training courses offered in large and small group settings in a classroom or computer lab, career counseling services offered in small group or one-on-one settings; and hiring events that allow for group and individual interviewing by employers.

### D. Bid and Award Process

This Request for Proposals (RFP) is prepared in compliance with the Texas Workforce Commission's Financial Manual for Grants and Contracts (FMGC), which contains federal, state and agency requirements that apply to recipients of funding from the Texas Workforce Commission (TWC). The Board is using the Competitive Proposal Method (see TWC FMGC, Chapter 14, Section 14.12 TWC FMGC ). Proposals will be rated utilizing the criteria specified in this document and selection will be made based on this criterion. The

Board may enter into negotiations with the highest ranked proposer. If negotiations are unsuccessful, the Board may negotiate with the next highest ranking proposer or re-issue the RFP for public response. Proposals must conform and be responsive to the specifications that's mentioned herein this RFP. The Board reserves the right to reject any and all proposals or to waive any irregularities in any proposals, and to be the sole judge of the merit and qualifications of products and services offered and may accept whatever proposal is deemed to be in the best interest of the Board. The Board will accept questions and may also issue addenda to this RFP at any time up to 5:00 p.m. on June 21, 2019.

#### **E. Terms of Agreement**

The contract executed as a result of this RFP will be a fixed priced contract for a specified term that may be extended upon agreement by both parties. The Board prefers to enter into a full-service lease, as oppose to a modified net lease. The Board is prohibited from using funds to purchase property and is unable to provide financial assistance for the project. The Board is only interested in working with proposers who are willing to include the cost of remodeling, renovations and/or construction as part of a lease over a period of no more than ten (10) years, with a preference for a five (5) year initial term with a second renewal option for an additional five (5) years. The Board's lease must contain a non-appropriation clause, which allows renegotiation of cost or early lease termination, in the event that the Board receives significant reductions in government appropriations that inhibit the Board's continued ability to pay the rent.

## **II. FACILITY REQUIREMENTS**

This section provides an explanation of facility lease needs, requirements and specifications. Costs associated with preparing the facility (build-out, renovations, wiring, etc.) will be the responsibility of the building owner/landlord, with costs being built into and amortized over the period of the lease. Building owner/landlord shall be responsible for contracting and managing all aspects of building renovations in consultation with the Board's administrative staff.

#### **A. General**

The Board reserves the right to approve the design and quality of the workmanship of the lease space. The lease space is intended to be completed and finished in all respects and commonly used items necessary for completion which have not been specifically addressed by these minimum specifications shall be considered to be reasonably implied. Materials and workmanship not specifically addressed by these minimum specifications shall be considered to be reasonably implied.

The lease space shall be suitable for use as office space. The Board reserves the right of inspection and may reject buildings based on adverse observations of physical condition of the building, including but not limited to general cleanliness, grounds keeping, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination and any other condition that would create unsanitary or unattractive

conditions in and around the leased space. As part of the evaluation process, the Board may request a tour of the facility at a time that is mutually agreeable to the proposer.

**B. Hazardous materials and compliance with TAS and ADA standards**

If a proposal is for renovation of an existing facility, the proposer will be required to have the building surveyed by a licensed hazardous materials surveyor before making any renovations, repairs, alterations or modifications at no cost to the Board. Any hazardous materials abatement will be the responsibility of the proposer and may not be included in the lease cost. Existing facilities will also be required to be renovated to meet current Texas Accessibility Standards and Americans with Disabilities Act standards, as evidenced by a review conducted by a Texas Registered Accessibility Specialist. Any associated costs will be the responsibility of the proposer and must be identified separately in the proposal. Inclusion of these costs in the lease is acceptable; however, it will also be a consideration in evaluation of the proposal. Proposer must provide a current Certificate of Occupancy and/or evidence and the results of a code compliance inspection by the City of Killeen or an independent, licensed third-party.

**III. EVALUATION CRITERIA**

**Proposals will be evaluated according to the following criteria and possible points:**

- A. Responsiveness/Accommodation to Board Needs – 40 points**
- B. Reasonableness of Cost and Project Completion – 40 points**
- C. Past Performance and Quality – 10 points**
- D. Additional Considerations – 5 points**
- E. Historically Underutilized Business - 5 points**

**Criteria A – Responsiveness/Accommodation to Board Needs**

**Location:**

- Office space is to be located within the metropolitan area of Killeen, Texas at a site that is properly zoned to allow required workforce center usage and shall comply with all current local, state, and national codes, ordinances and regulations governing the particular class of facility, as interpreted by the inspecting authority/authorities.
- Facility should be easily accessible from a named, recognized paved thoroughfare. Ideally, the facility will be easily visible from a major street with entrance to the facility parking area directly from that street.
- Facility must be on a public transportation route.

**Specifications and Requirements:**

- Approximately 37,500 square feet to 40,000 square feet in a location that is appropriately zoned for office usage. The Board is willing to consider design and specification changes, such as private office space vs. cubicle, if it is more cost-effective and efficient, but still

meets the functional requirements.

- The preferred property design would ensure maximum utilization of space, optimal customer flow, and minimization of on-going maintenance and utility costs with a strong preference for green/energy efficient building practices, materials, and systems on a single level.
- Heating and air conditioning systems should allow for independent operation for zones within property to eliminate unnecessary heating/cooling, when only a portion of the property is in use. Operation and metering of utilities must be separate, if the property is part of a multi-unit property.
- Proposer must provide a current certificate of occupancy issued by the City of Killeen and/or a final inspection by the Board's architect. Proposer must identify if the proposed site is in a flood plain that requires the purchase of flood insurance.
- Facility interior and exterior must be designed by a registered professional architect.
- The site and building design must conform to the Technical Requirements of the Americans with Disabilities Act (ADA), entitled the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reference requirements as set forth in 28 CFR Part 36, as well as the Texas Accessibility Standards 2012, whichever is more restrictive for the elements required to be accessible within this site/facility. This will include, but is not limited to, accessibility to the site (including distributed accessible parking and accessible routes to building entrances), building entrances, access to common-use areas such as lobbies, corridors, meeting rooms, or resource rooms, public telephones and water fountains, vending and break areas, and fully accessible rest rooms.
- The minimum number of required parking spaces for the site and building is 370.
- The site and building must have a minimum of 8 required accessible parking spaces for staff and customers.

**Criteria B – Reasonableness of Cost and Project Completion**

The Board will evaluate the reasonableness of base cost of lease/rent per square foot, services included in the cost and the number of days for project completion. Proposers may provide more than one option of lease structure, but will be required to detail explanations of the costs included in each structure. The Board is also willing to negotiate with proposer on responsibility for costs such as utilities, janitorial and pest control that may be procured separately by the Board.

**Criteria C – Past Performance and Quality**

Proposers will be required to provide information about recent, similar projects, including contact information and or rental information, so the Board may independently contact the appropriate individuals. Additionally, the proposer should identify all known key subcontractors.

#### **Criteria D – Additional Considerations**

Proposers are encouraged to include and identify any additional considerations that are favorable to the Board, such as higher than minimum requirement amenities, early project completion, waiver of certain standard fees/costs, or payment of certain costs by proposer.

#### **Criteria E – Certified Historically Underutilized Business (HUB)**

The Board is committed to working with Historically Underutilized Businesses and will provide additional consideration to organizations that provide proof of current HUB certification. The Board is interested in doing business with small, minority- and women-owned businesses, however, points will only be awarded to proposers that provide documentation of current HUB certification.

### **IV. PROPOSAL EVALUATION PROCESS**

The services requested in this RFP will be procured competitively based on responsiveness to the RFP. This will include review and evaluation of proposals by a designated review team.

Evaluation of Proposals – The evaluation process will include the following steps:

- Step 1– Determination of timeliness of each proposal. Any proposal submitted after the deadline will be considered non-responsive and not considered for review. Also proposals submitted that lack any of the required elements/documents listed in Section V- Information About Procurement Process and Instructions for Submission Sub Section A- Proposal Order, will be considered non-responsive and not considered for review.
- Step 2 – Responsive proposals will be evaluated and scored according to the criteria contained in this RFP. Reviewers may request a coordinated site visit to correlate submitted site and/or floor plans and for any applicable questions and answers, if necessary.
- Step 3 – Scores will be totaled and a rank of proposals will be determined.
- Step 4 – The Review team will develop a recommendation, which will serve as the basis of the selection decision.
- Step 5 – Board staff will notify all proposers of their selection or non-selection through a formal award letter. Negotiations, if necessary, will begin with the top ranked proposer.
- Step 6 - In the event negotiations are unsuccessful, the Board may choose to enter into negotiations with other proposers based on their ranking.

## V. INFORMATION ABOUT PROCUREMENT PROCESS AND INSTRUCTIONS FOR SUBMISSION

### A. Proposal Order

The attached materials are provided to describe detailed requirements for completion and submission of a proposal. All elements listed below must be included for a proposal to be considered responsive. Please submit proposal in the order below:

Attachment A – Proposal Cover Sheet

Attachment B – Application and Instructions

Attachment C – Floor plan Information

Attachment D– Certification of Proposer

Attachment E– Certification regarding lobbying, debarment, suspension and other workplace issues, including drug-free workplace

Attachment F – Certification of Texas Corporate Franchise Tax

Attachment G – State Assessment Certification

Attachment H – Certification regarding Conflict-of-Interest

Attachment I – Workforce Investment and Opportunity Act Assurances

The forms may be recreated for ease of completion, however, the format must be substantially similar and all information must be included in original sequence. Failure to follow the instructions can result in disqualification of the proposal if the omission or mistake is material to determining the responsiveness of the proposal. The Request for Proposal and all required forms are available on the Board's website at [workforcelink.com](http://workforcelink.com). Forms requiring signature must have an original signature.

### B. Inquiries

Proposers may submit questions until **June 21, 2019** electronically to:  
horaced@workforcelink.com.

Responses to all questions will be posted on the Board's website no later than **June 26, 2019**.

### C. Deadline for Proposal Submission

The deadline for submission in response to this Request for Proposals (RFP) is **July 12, 2019, 5:00 p.m. (CDST)**. **One original and three copies of the proposals** shall be submitted to:

#### **By Mail**

Workforce Solutions of Central Texas Workforce Board  
Attention: Horace Dicks, Director of Administration  
P.O. Box 450  
Belton, TX 76513

**By Hand Delivery**

Workforce Solutions of Central Texas Workforce Board  
Attention: Horace Dicks, Director of Administration  
200 North Main  
Belton, TX 76513

Proposals received after the indicated time and date will not be accepted or considered for award. Timely delivery of proposals to the appropriate address is the sole responsibility of the proposer.

Unless requested by the Board, no additional information will be accepted from a proposer after the deadline for submission of proposals. (Note: All proposals will become the property of the Board).

**Withdrawal of Proposals**

The applicant or his/her authorized representative identified in Attachment A and the Cover Sheet may withdraw proposals prior to scheduled closing time of receipt of proposals. No proposal may be withdrawn after the closing date and time.

**VI. TIMELINE**

Issue Date: **May 31, 2019**

Letter of Intent to Bid: **June 7, 2019**

End of Question and Answer Period: 5:00 p.m. **June 21, 2019**

Proposal Due Date and Time: 5:00 p.m. **July 12, 2019**

Expected Notice of Award: **September 26, 2019** (All parties that submit a proposal will be notified of time, date and location of award announcement.)

**VII. GENERAL CONDITIONS**

1. The only purpose of this Request for Proposals (RFP) is to ensure uniform information in the solicitation of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit the Board to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the Board.
2. The Board reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part or in its entirety.
3. The Board reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposer.
4. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.
5. Proposer shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Workforce

Solutions of Central Texas Board for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

6. No employee, officer, member or agent of the Workforce Solutions of Central Texas Board shall participate in the selection, award or administration of a contract if a conflict of interest, or potential conflict, would be involved.
7. Proposer shall not engage in any activity that restricts or eliminates competition. Violation of this provision may cause a proposer's proposal to be rejected. This does not preclude joint ventures or subcontracts.
8. Any proposer may withdraw his/her proposal either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of proposals.
9. All contracts are contingent upon availability of funds from the U.S, Department of Labor and/or Texas Workforce Commission.
10. No contract may be awarded until proposer has complied with Executive Order 1254929CRF, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the proposers, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a procurement by any Federal department or agency. (See Attachment B).
11. Proposal must be manually signed by a person having the authority to bind the organization in a contract. (See Attachment A).
12. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the Board to the extent allowable by the Texas Public Information Act.
13. Funding for goods or services requested in this RFP is contingent upon the Board's actual receipt and availability of funds from the Texas Workforce Commission.
14. Workforce Solutions of Central Texas Board is an equal opportunity employer/program and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Investment Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I- financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

15. The Board is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. No protest shall be accepted by the grantor (State) until all administrative remedies at the grantee level have been exhausted. This includes, but is not limited to, disputes, claims, protests of selection or non-selection for award, or other matters of a contractual or procurement nature. Matters concerning violation of laws shall be referred to such authority, as may have proper jurisdiction.
16. Proposers who are not selected for contract award may request a debriefing for purposes of learning more about the evaluation of their proposal. **A proposer may not request a debriefing while also appealing the Board's decision.** If choosing to request a debriefing, the request must be provided in writing to the Board no later than 30 days after notification of award. Upon receipt of a request for a debriefing, the Board shall contact the proposer and set a mutually agreeable date and time to conduct the debriefing. The debriefing may be held in person, but may also be conducted via telephone.

### VIII. Appeal and Debriefing Process

- a. Proposers/bidders who wish to appeal an award decision must use the following process:
  - i. Upon receipt of status notice, proposers must inform the Board, in writing, within fifteen (15) working days of the date of notification, of their wish to appeal. Appellants must include the following information in their appeal correspondence.
  - ii. Identify the solicitation being protested
  - iii. State the grounds for the protest, including a description of any alleged acts or omissions by the entity that forms the basis for the protest
  - iv. Provide any written information that the protestor believes is relevant to the grant award
  - v. Provide the basis for the protestor's interest in the award
  - vi. desired remedies, if any
- b. The Notice of Appeal must be sent by registered mail, clearly identified externally as "Dated Material" and addressed to:

Workforce Solutions of Central Texas Board  
Attn: Wanda L. Williams, Hearing Officer  
200 North Main, P. O. Box 450  
Belton, TX 76513

The complainant notice/letter must specify the nature of the protest and any desired remedies of action. The Workforce Solutions of Central Texas Board reserves the right to determine whether the protest is valid and merits further consideration.

- c. The Board Executive Director/designee will review the appeal and issue a

determination within fifteen (15) days of receipt of the appeal. The notification will include specific instructions for appealing this decision.

- d. The filing of an appeal within the specified time frame and in the manner required is a non-waivable requirement. There is no relief accorded to appellants for not filing within the published deadlines or following instructions. Hearings shall be conducted in accordance with Board procedures.

## **IX. SITE AND CONSTRUCTION REQUIREMENTS**

### **A. Time of Completion**

Time of completion is of prime importance to the Board. The proposer shall ensure that work is fully completed within the time identified on their Proposal Form. For each calendar day that any of the work remains incomplete after the specified date, the sum of **\$500 per day** will be deducted from the monies due the contractor from the first month's rent, not as a penalty, but as liquidated damages. Additional time to the contract may be granted and approved by **the Board's Executive Director/or designee ONLY** for the following reasons:

- (1) Change orders to the contract.
- (2) Inability to acquire materials or labor.
- (3) Unworkable weather conditions.
- (4) Causes beyond the Contractor's control.

Requests for approval of additional time shall be presented in writing no less than ten (10) business days of the date when proposer determines that additional time may be required.

### **B. Temporary Utilities for Construction Purposes**

1. The Proposer/General Contractor will furnish water, electricity, sewer, and all utility services, which may be required for the work. This is to include the utility costs for testing all the equipment under this contract.
2. Each Proposer whose work requires connection to public services including, water, gas, electricity, and sewers shall bear all costs for inspection fees, taps, pavement cuts, and permits as established by the department or agency having jurisdiction.
- 3 Application for the permanent gas, water, and electric meters shall be made and paid for by the Proposer.

### **C. Watchman and Janitor**

Any Proposer at their own expense and option may employ a watchman at such times, as they deem necessary to protect or attend their work.

#### **D. Occupancy**

The Proposer agrees that the Board may occupy the facility, place and install equipment, etc., during the construction of the project, if it does not interfere with the progress of the work, and further agrees that such acts shall not in any way signify completion of the work or any portion of it, or constitute acceptance, by the Board, of any part of the project.

#### **E. Preparations for Final Acceptance**

1. The Proposer agrees that prior to filing notice that the project is ready for final inspection and acceptance by the Board, the Proposer shall ensure that all surplus materials have been removed and shall put the entire premises in a neat, orderly condition. This is intended to mean that the initial general housecleaning shall be done under this contract at no additional cost to the Board.
2. Proposer agrees to provide copies of the following items:
  - Maintenance manuals
  - Furnish one (1) set of as-built plans and specifications

#### **F. Final Corrections**

1. After construction is completed, but before the Substantial Completion has been granted, the proposer and his principal sub-contractor's will be required to tour the completed project with the Board's Executive Director and/or designee.
2. Any item found not to comply with the Contract, will be documented in the form of a punch list. After all items on the punch list are corrected, the Executive Director and/or designee and Proposer/Lessor will review the completed items. If, in the Executive Director and/or designee's Opinion, the project meets the requirements of the Contract, Substantial Completion will be issued.
3. After the Substantial Completion has been granted by the Executive Director and/or designee, the Board, shall make a final building observation, to check all constructions. The Proposer may choose to participate in this review by submitting a written notification to the Board Executive Director and/or designee no less than five (5) working days prior to the Substantial Completion date. The Proposer at no additional expense to the Board, will correct any items or equipment that are not performing as per the agreed upon Contract.

#### **G. Waiver of Subrogation**

The parties hereby waive any and all rights of recovery, claim, action or cause of action against each other, their agents, employees and contractors, for any loss or damage caused by fire, the elements, or any other cause which is or could be insured against under the terms of standard fire and extended coverage insurance policies regardless of cause origin, including negligence of the parties hereto, their agents, officers, employees and contractors, to the extent that such loss or damage is recoverable under valid and collectable fire and extended coverage insurance policies. Each party hereto agrees to give immediate written notice of this provision to each insurance company which has issued a

policy of fire and extended coverage insurance. Also each party hereto agrees to use reasonable efforts to obtain appropriate clauses in or endorsements to such policies whereby the insurance companies waive subrogation rights and/or interests or consent to waiver of the right of recovery.

#### **H. Indemnity Provision**

The PROPOSER agrees to and shall defend, protect, indemnify and hold harmless the Board, its officers, director, and employees, from and against any and all claims, losses, damages, demands and causes of action, suits and liability in tort, contract or any other basis and of every kind and character, including all expenses of litigation, court cost, and attorney's fees, which the proposer and/or the BOARD may at any time suffer or sustain or become liable for on account of property damage or personal injury (including death resulting there from) sustained or alleged to have been sustained by any person or persons, including but not limited to agents, officers, directors, employees of the PROPOSER, the BOARD, the CONTRACTOR hired by the PROPOSER or any of its subcontractors, and which is in any way connected with this Agreement, the work and/or services performed, the material and/or equipment furnished, or the premises of the PROPOSER, whether the same is caused or contributed to by the sole or concurrent negligence, strict liability or other fault of any nature of the PROPOSER, its agents, officers, directors, employees, the PROPOSER and/or the BOARD. It is expressly understood, agreed and intended by the parties to this Agreement that the above provision includes, but is not limited to, the obligation of the CONTRACTOR hired by the PROPOSER, to defend, protect, indemnify and hold harmless the PROPOSER, its agents, officers, directors, employees, the PROPOSER and/or the BOARD on account of personal injury to or death of an employee of the CONTRACTOR hired by the PROPOSER, or of the CONTRACTOR'S (hired by the PROPOSER) subcontractors from whatever cause and whether the same is caused or contributed to by the sole or concurrent negligence, strict liability, or other fault of any nature of the PROPOSER, its agents, officers, directors, employees, the PROPOSER and/or the BOARD.

#### **I. Alien Employment Controls**

To be in compliance with the Immigration Reform and Control Act (IRCA), the proposer agrees not to knowingly obtain labor or services of an unauthorized alien. Verification of eligibility for employment as required by IRCA is the responsibility of the proposer

#### **J. Safety Requirements**

a. Proposers and any contractors and/or sub-contractors they hire are contractually bound to comply with OSHA regulations. Proposers must meet or exceed local energy lockout procedures. All employees associated with the project must wear appropriate personal protective equipment while performing their duties. Employees will observe all safety rules and regulations while on the premises. Tools and equipment must be properly maintained, in good condition and capable of performing the job task without exposing the employee or others in the area to injury.

b. Indoor smoking is prohibited at the job site.

- c. Proposer must provide a Material Safety Data Sheet (MSDS) for every hazardous material (as defined by the Occupational Safety and Health Administration's hazard Communication Standard they intend to use on the premises.
- d. The Proposer shall provide ventilation (exhaust fans) etc. and additional safety precautions which may be necessary to insure adequate ventilation during the complete construction process.
- e. Proposers are responsible for removing any hazardous waste generated by their activities. They are responsible for storing, transporting and disposal, as well as acquiring necessary permits.
- f. Proposers should provide a number of "Danger", "Keep Out", signs, ropes, and barricades to warn people of any hazardous work operation.

**K. Minimum Insurance Requirements**

- a. The following insurance shall be maintained during the duration of the project. The Proposer shall purchase and/or ensure that the General Contractor shall purchase and pay for the insurance as hereinafter listed. In addition to this insurance the Proposer and/or General Contractor shall require all sub-contractors to provide Workmen's Compensation and Employer's Liability Insurance, and Comprehensive General Liability including automobiles (all vehicles) with the same limits as listed hereinafter.
- b. The Proposer shall purchase and pay for Workman's Compensation in statutory limits and Employer's Liability in Statutory limits.
- c. The Proposer shall purchase and pay for Comprehensive liability Insurance in the following limits:
  - (1) Automobile Liability:
    - (a) Bodily Injury Liability  
Per Occurrence - \$500,000.00
    - (b) Property Damage Liability  
Per Occurrence - \$500,000.00
  - (2) Other than Automobile Liability:
    - (a) Bodily Injury Liability  
Per Occurrence - \$500,000.00
    - (b) Property Damage Liability  
Aggregate - \$500,000.00
  - (3) Catastrophic Liability (umbrella/excess)
    - (a) Per Occurrence - \$1,000,000.00
    - (b) Aggregate - \$1,000,000.00

**L. Scheduling Work**

- a. Proposer agrees to prepare and submit a construction progress chart for approval as part of the contract between the proposer and the Board. The chart must show the principal categories of work, the order in which the proposer plans to carry on the work, the date each category of work will start and the planned dates for completion.

b. Proposer must contact, coordinate, and make the necessary arrangements with the respective authorities for the connections to the utilities required for the project.

**M. Certification that All Bills are Paid**

The Proposer must provide a certification to the Board at completion of the project that all bills related to the project have been paid in full. The certification shall state that the proposer understands and agrees that if any sub-contractors and/or material suppliers contest the payment for work and/or materials that they have supplied for the project, that the proposer shall take responsibility for these disputes and remedy the conflicts without involving the Board in any form, and at no additional expense to the Board. The foregoing shall not be held to limit Proposer's liability for defects in workmanship, equipment and/or materials to less than the legal limit of liability under the laws of the State of Texas.

**X. Non-Appropriation Clause**

Proposer understands and acknowledges that the Board is a publicly funded entity and the Board's ability to pay rent is dependent on continued governmental appropriations. Any proposed lease agreement must include a non-appropriation clause in the event governmental appropriations are discontinued or substantially reduced to the Board, resulting in the Board's inability to pay rent, that allows the Board to terminate the lease early without penalty.

**XI. ATTACHMENTS**

**ATTACHMENT A – PROPOSAL COVER SHEET  
Lease Space for Workforce Solutions Center in Bell County, Texas**

Proposer Name	
Address of Proposed Site	
Type of Project	<input type="checkbox"/> <b>New Construction</b> <input type="checkbox"/> <b>Renovation</b>
Project Cost	<b>Total construction cost: (new construction)</b>  <b>Renovation cost to meet TAS and ADA requirements: Total renovation cost:</b>
# of Days to Complete Project and proposed project dates	
Proposed Occupancy and Lease Start Date	
Total Square Footage	
Proposed Lease Cost	<b>Cost per square foot/per month:</b>  <b>Annual cost per square foot:</b>
Type of lease (full service, net or modified net)	
Legal Name and Address of Proposer	
Federal Employer ID Number	
State Comptroller ID Number	
Type of Organization	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership  <input type="checkbox"/> Other (describe)
HUB	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES: Certification No. _____ Certifying Agency: _____ <b>Attach a copy of current certification.</b>
Authorized Representative-Contact Information	Name: _____ Title: _____ Phone: _____ E-mail: _____
Name & Title of Authorized Signatory	
Signature and Date	

## ATTACHMENT B – APPLICATION and INSTRUCTIONS

Proposer should address each item in a narrative format and clearly label any attachments submitted as part of their response. Simple “yes” or “no” responses will be construed as an indication of the proposer’s acceptance and agreement to meet the requirement as part of the proposed square footage cost.

### A. Responsiveness to Board Needs – 40 Points

#### Location:

- Physical Address of Proposed Facility – Zoning for location
- Year Facility Built (if existing facility)
- Primary street(s) that provide direct access to facility and number of public entrances to facility
- Proximity of parking to facility
- Composition of parking area surface and number of spaces available (non-shared) for the workforce center: rating of parking surface; number of accessible spaces

#### Specifications and Requirements:

- Available and/or proposed useable square feet specific to the workforce center and not shared with other tenants, if applicable
- Property design that ensures maximum utilization of space, optimal customer flow
- Describe any green/energy efficient building practices, materials, and systems
- Describe the heating and air conditioning systems that allow independent operation for zones and independent operation by the Board at all times and days.
- Describe the operation and metering of utilities indicating if they are separate and if the property is part of a multi-unit property.
- Interior furnishings will be provided by the Board; however, the proposer must agree to work with the Board’s designated contractor on lay-out, installation and hook-up of cubicles/modular furniture, as applicable.
- Compliance with the Texas Accessibility Standards 2012, and American Disabilities Act (ADA); to make all necessary required accommodations for persons with disabilities. This will include, but is not limited to, accessibility to the site (including distributed accessible parking and accessible routes to building entrances), building entrances, access to common-use areas, and fully accessible rest rooms.

#### Exterior of Facility

- Shrubs, grass, landscaping, and automatic irrigation system shall be provided and maintained by the builder/owner.
- Site must have a designated dumpster location.
- Privacy fence must be provided around electrical transformers and/or air conditioning units.

- Paved, off-street parking for no less than 18 cars. Parking area must have sufficient curb cuts and ramps in the parking and drop-off areas as required by Texas Accessibility Standards (TAS 405 & 406 4.7.1). Indicate number of available parking slots including accessible parking spaces that comply with ADA, and whether the parking spaces are for Workforce Solutions Center exclusive use or are common spaces to be shared with other tenants or the public.
- The parking area shall be covered with hard surface material, i.e. concrete, asphalt paving, or comparable, with sufficient durability to withstand high volume traffic and all-weather conditions and shall be new or in like new condition. Compacted dirt, gravel, or caliche-surfaced parking areas are not acceptable. The parking area must have proper drainage to prevent accumulation of water and must be maintained by Lessor at all times in a safe, clean and neat condition
- Facility shall have energy-efficient exterior lighting as necessary for security at exits and parking areas.
- Adequate accessible entrances as required by Texas Accessibility Standards (TAS) <http://www.tdlr.texas.gov>.
- Prefer to have separate entrances for the general public and Center staff with secured and controlled access.
- The Board will accept the proposals meeting one or more of the following criteria: 1) **new, single** metal building; 2) new or existing facility with a minimum of 20% masonry finish; and/or 3) facility designed by a currently registered professional architect.
- Location and style of sign indicating Workforce Solutions Center that is visible to the general public.
- Secure and controlled access for exterior doors and all entrances/exits shared with other tenants that allow the Board to control access at all times and days to the Board's space.

#### **Interior of Facility:**

- Interior finishes provided (carpet, resilient flooring, ceramic tile, cove base, vinyl wall coverings, paint, ceiling systems, and interior sign) shall be commercial quality and be recently updated.
- All interior walls shall have a washable surface. Interior walls are to be floor to ceiling unless otherwise specified. Walls are to be new or like-new condition, clean and free of cracks and other flaws. Interior walls are to be constructed such that a normal conversation cannot be overheard in adjoining offices or areas. All walls are to be insulated to provide maximum privacy.
- Office/Cubicle/Computer Labs must be wired to accommodate computer stations, and Voice over Internet Protocol (VoIP) telephones as well as desktop PCs, scanners and printers. Wiring should allow for both hard-wire and wireless access.
- Previously occupied space shall have damaged ceiling grid and tile replaced to provide a clean, neat and uniform finished appearance.
- Exit lights shall be provided at each door leading to the outside of the building, in accordance with Fire and Safety Code requirements. Electric and/or luminous directional

arrows shall be strategically placed for identification of building exit routes. Storage rooms for computer server & related equipment must have separate temperature control.

- Facility must be hazardous materials-free, or a hazardous materials-managed environment in compliance with the Texas Department of Health, and must be in compliance with Fire Codes, and ADA.
- Wiring of Office/Cubicle/Computer Labs to accommodate computer stations, and telephones that is visually appealing. Office/Cubicle/Computer Labs must be wired to accommodate computer stations, and Voice over Internet Protocol (VoIP) telephones as well as desktop PCs, scanners and printers. Wiring should allow for both hard-wire and wireless access. The Proposer's selected cable contractor must agree to work with Board staff to determine locations for cable drops.
- Storage room/closet space for router & related equipment.
- Internal doors must allow for secured and controlled access that prevents access by other tenants and allows the Board to control access as desired.

#### **B. Reasonableness of Cost and Project Completion – 40 Points**

**Please submit cost that include base lease/rent amount per square foot on a monthly and annual basis** and identify all included costs such as: landscaping, and maintaining grass and shrubs, repair and maintenance of plumbing, electrical, HVAC, roof, foundation, flooring, elevators, doors, corridors and windows and other structures or equipment serving the facility considered long-lived assets as well as property taxes and general liability insurance. Proposer may submit more than one lease structure, but must clearly identify costs that are included in each lease.

Proposer should identify any additional costs included in base lease price, such as annual inspections of fire alarms and fire extinguishers, pest control, security, janitorial, and utilities (excluding telephone and Internet) or this may be included in the base lease. If these items are included in the base lease, proposer must identify estimated annual cost for each item. The Board is willing to consider responsibility for procurement and payment of any or all of these items.

- The Board desires a minimum of a five (5) year lease with the option to renew for up to an additional five (5) years. The Board is willing to consider longer lease terms based on favorable pricing and contract terms.
- Lease provisions must include a non-appropriation clause that allows for early termination, without penalty should the Board suffer a documented loss of its public funding.
- Time of completion is of prime importance to the Board. The proposer shall fully complete the work within the time as identified on their Proposal.
- Facility will be ready for occupancy within time period stated by proposer, with the understanding that time completion is of prime importance.
- Lease terms, including restrictions the landlord will require for the tenant – (submit draft copy of proposed lease)

### **C. Past Performance/Quality – 15 Points**

- Qualifications and experience of key management and professional personnel involved in the project.
- Identification of at least two (2) similar projects within last two years including contact information and authorization for Board staff to contact key individuals involved with project as well as individuals currently occupying the space. Must provide sufficient information to identify project location and scope of project.
- Total number of projects in last three (3) years and number of those same projects with on-time completion rate.
- Identification of sub-contractors for project, if known, and requirements in place to ensure on-time completion and compliance with project standards. Also, identify any sub-contractors that are considered [small business](#) as defined by the Small Business Administration
- Number of complaints filed through the Better Business Bureau, previous clients, references and/or Office of Attorney General and/or lawsuits related to breach of contract and/or quality of workmanship in the past five years. If any complaints were filed that resulted in a settlement, please provide further information regarding the nature of the complaint and settlement.

### **D. Added Considerations – 5 Points**

- Identify any considerations provided by the proposer beyond the minimum requirements that may be advantageous to the Board. Please be specific and include a dollar value or estimate.

### **E. Certified Historically Underutilized Business – 5 Points**

- Provide documentation of current status as certified HUB.

## ATTACHMENT C – FLOOR PLAN INFORMATION

The following facility specifications are provided to assist proposers in identifying acceptable and preferred features and specifications for a location. The specifications below are current and space design variations will be considered as long as the functional needs of the organization can be met and fall within the square footage range required. ADA compliance is mandatory. Elevator is required for multi-story facility.

### Facility Specifications:

Department	Feature	Current
Career Center	Open work area	40'x60'
	Customer Break Room	10'x15'
	Private Work Area	9'x15'
Two sets of Customer Restrooms	Customer Restrooms	2 - Women 4 Stalls (1 <sup>st</sup> and 2 <sup>nd</sup> Floor)
Two sets of Customer Restrooms	Customer Restrooms	2 - Men 3 Stalls/2 Urinals (1 <sup>st</sup> and 2 <sup>nd</sup> Floor)
Business Services Unit	4 Private Offices	3 – 10'x10' 1 – 10'x12'
Open to All	Classroom	1 – 18'x30'
	Classroom	1 – 22'x30'
	Classroom	1 – 26'x40'
	Training Room	1 – 16'x32'
	Education Lab	1 – 16'x32'
	Conference/Training	1 – 56'x59'
	Conference Storage	1 – 10'x12' (Locked adjacent to Conference/Training)
Board Room	Open Meeting	40'x64'
Kitchen/Break	Adjacent to Board Room	13'x21'
Employee Restrooms	Adjacent to Board Room	Women 4 Stalls (1 <sup>st</sup> Floor)
Employee Restrooms	Adjacent to Board Room	Men 3 Stalls/2 Urinals (1 <sup>st</sup> Floor)

<b>Department</b>	<b>Feature</b>	<b>Current</b>
<b>Open to All</b>	<b>Small Conference</b>	<b>15'x15' near reception</b>
<b>Reception</b>	<b>Reception</b>	<b>Receiving Area w/10 guest seats and built in reception unit to seat 2-3 staff</b>
<b>All (Near Reception)</b>	<b>Children's Waiting Room</b>	<b>15'x25' open area with a 7'x7' storage closet and one children's restroom to meet childcare requirements</b>
<b>IT Services</b>	<b>4 Staff</b>	<b>1 – 10'x12'</b>
		<b>1 – 10'x14'</b>
		<b>1 – 12'x12'</b>
		<b>1 – 12'x14'</b>
	<b>Server Room</b>	<b>1 – 10'x12' (Not required to be adjacent to IT private offices)</b>
	<b>Storage</b>	<b>1 – 6'x6' Storage adjacent to Server Room</b>
<b>Youth Services</b>	<b>4 Privates</b>	<b>5 – 10'x12' private offices</b>
		<b>1 – 10'x14' office</b>
		<b>1 – 12'x13' office</b>
	<b>File Storage</b>	<b>10'x20'</b>
<b>IT/Youth Services</b>	<b>Copy Room</b>	<b>1 – 8'x10' with storage closet</b>
<b>Program Specialists – Choices/TANF/SNAP</b>	<b>10 Offices</b>	<b>5 – 10'x12'</b> <b>3 – 12'x13'</b> <b>2 – 12'x15'</b>
	<b>Copy Area</b>	<b>1 – 10'x12'</b>
<b>Program Specialists – NDW, WIOA, TAA</b>	<b>5 Privates</b>	<b>5 – 11'x12'</b>
	<b>Waiting Area</b>	<b>5 Seats</b>
	<b>Copy Room</b>	<b>10'x15'</b>

<b>Department</b>	<b>Feature</b>	<b>Current</b>
<b>Second Floor Reception</b>	<b>2 Reception Staff</b>	<b>15'x16' room with 3' wide reception window</b>
	<b>Storage Room</b>	<b>6'x15'</b>
<b>Main Copy Room near 2<sup>nd</sup> floor reception</b>	<b>Large copy room</b>	<b>10'x20'</b>
<b>Child Care Services</b>	<b>Open work area</b>	<b>26'x43'</b>
	<b>2 Privates</b>	<b>2 – 12'x16'</b>
	<b>Supply Room</b>	<b>7'x16'</b>
<b>Policies &amp; Training Office</b>	<b>Private Office</b>	<b>12'x16'</b>
<b>Executive COO Office</b>	<b>Private Office</b>	<b>12'x25'</b>
<b>Operations Management</b>	<b>Private Office</b>	<b>12'x20'</b>
<b>Vocational Rehab</b>	<b>Open Area w/</b>	<b>Approximately 2,100 SF Open Area</b>
<b>(Total of 3,200 SF with a separate entrance)</b>	<b>8 Private Offices</b>	<b>8 – 10'x12'</b>
	<b>Supply/Storage</b>	<b>1 – 9'x12'</b>
<b>Employee Restrooms</b>	<b>2<sup>nd</sup> Floor Restrooms</b>	<b>Women 4 Stalls</b>
<b>Employee Restrooms</b>	<b>2<sup>nd</sup> Floor Restrooms</b>	<b>Men 3 Stalls/2 Urinals</b>
<b>Kitchen/Break</b>	<b>2<sup>nd</sup> Floor</b>	<b>12'x25'</b>
<b>Equipment Room</b>	<b>2<sup>nd</sup> Floor</b>	<b>10'x12'</b>
<b>Janitorial Closets</b>	<b>One on each floor</b>	<b>2 – 5'x6'</b>

**ATTACHMENT D**  
**CERTIFICATION OF PROPOSER**

PROJECT: Workforce Solutions of Central Texas Workforce Center – Bell County

NAME OF BIDDER:

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided. I certify that no employee of the Workforce Solutions of Central Texas Board 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 the organization will comply with applicable local, state and federal regulations and directives in the implementation of the program. I also certify that I have read and understand the Governing Provisions and Limitations and Supplementary General Conditions section presented in this RFP and will comply with the terms.

I acknowledge that I have received and examined all related documents and all conditions regarding the project and hereby agree:

1. To hold my bid open for a maximum period of ninety (90) days.
2. To accept the provisions of the Request for Proposals.
3. To enter into and execute a contract, if awarded on basis of this proposal.
4. To accomplish the work in accordance with all the contract documents.
5. To complete the work by the time stipulated in the proposal form and under the conditions as outlined in the supplementary General Conditions.

I acknowledge receipt of the following addenda: (Please list, if applicable):

Upon notification of the acceptance of the proposal, the Undersigned agrees to execute a contract for the above work, for the above stated compensation. The undersigned hereby agrees to complete all the work and improvements as specified in the contract documents within \_\_\_\_ calendar days after the contracts have been signed by the Owner and Contractor.

I, \_\_\_\_\_, certify that I am the  
*(Typed Name)* *(Typed Title)*  
of the corporation, partnership, organization, or other entity named as Respondent herein and that I am authorized to sign this proposal and submit it to the Workforce Solutions of Central Texas Board on behalf of said organization by authority of its governing body.

BY: (Signature):

Phone (please include office and cell, if applicable):

**ATTACHMENT E**  
**CERTIFICATIONS 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 Acts, Title 31 U.S. Code, for the Dept. of Agriculture (7 CFR part 3018), Dept. of Labor (20 CFR Part 93), Dept. of Education (34 CFR Part 82), Dept. of Health and Human Services (45 CFR Part 93).

The undersigned contractor states 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 any 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.

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.

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.

\* \* \* \* \*

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 Dept. of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Dept. of Education (34 CFR Parts 85, 668 and 682), and Dept. of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it or its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

Have not within a three-year period preceding this proposal been convicted 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;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) 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 participant shall attach an explanation to this proposal

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 Dept. of Agriculture (7 CFR Part 3017), Dept. of Labor (29 CFR Part 98), Dept. of Education (34 CFR parts 85, 668 and 682) and Dept. of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it shall provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing an on-going drug-free awareness program to inform employees of the dangers of drugs in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that, as a condition of employment under the grant, employees will abide by the terms of the policy statement and notifying the Contractor in writing within five days after conviction for a violation of a criminal drug statute in the workplace;

Notifying the grantor agency, Workforce Solutions of Central Texas Board in writing, within ten calendar days of the Contractor's receipt of a notice of conviction of an employee; and

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires 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.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name

Title \_\_\_\_\_

**ATTACHMENT F  
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 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 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 tax to the State of Texas.

\_\_\_\_\_  
Name of Applicant/Organization

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative/ Date

**ATTACHMENT G  
STATE ASSESSMENT CERTIFICATION**

The undersigned authorized representative of the firm or individual 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 firm or individual certifies that:

- 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.
- Has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Type Name and Title

**ATTACHMENT H  
CERTIFICATION REGARDING CONFLICT OF INTEREST**

By signature of this proposal, Proposer covenants and affirms that:

- (1) no manager, employee or paid consultant of the Proposer is a member of the Board, the Executive Director, or an employee of the Workforce Solutions of Central Texas Board;
- (2) no manager or paid consultant of the Proposer is married to a member of the Board, the Executive Director, or an employee of the Workforce Solutions of Central Texas Board;
- (3) no member of the Board, the Executive Director or employee of the Workforce Solutions of Central Texas Board owns or controls more than a 10 percent interest in the Proposer;
- (4) no spouse or member of the Board, Executive Director or employee of the Workforce Solutions of Central Texas Board is a manager or paid consultant of the Proposer;
- (5) no member of the Board, the Executive Director or employee of the Workforce Solutions of Central Texas Board receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- (6) Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;
- (7) should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Workforce Solutions of Central Texas Board and shall immediately refund to the Workforce Solutions of Central Texas Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Workforce Solutions of Central Texas Board relating to that contract.

Disclosure of Potential Conflict of Interest (Please describe): \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Name/Title of Authorized: \_\_\_\_\_

Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT I  
WORKFORCE INVESTMENT AND OPPORTUNITY ACT ASSURANCES**

**(1)** Each application for financial assistance, under Title I of WIOA, as defined in § 38.4, must include the following assurance:

**(i)** 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 has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

**(A)** 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 conditions, 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;

**(B)** Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

**(C)** Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

**(D)** The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

**(E)** Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

**(ii)** The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, 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.

**(2)** The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contracts, or other arrangements by reference.

\_\_\_\_\_  
Name of Applicant/Organization

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative & Date