



Request for Proposals #21-405

Issued by

Workforce Solutions Deep East Texas

For

Lease Space for Workforce Board Office in Lufkin, Texas

Proposals to be Submitted to the:

Workforce Solutions Deep East Texas Board

415 S First Street, Suite 110 B

Lufkin, Texas 75901

Attention: Kim Moulder

kmoulder@detwork.org

Issue Date: March 23, 2021

End of Question Period: April 6, 2021, 4:00 p.m. (CST)

Proposal Due Date and Time: May 6, 2021, 4:00 p.m. (CST)

Notice of Award: June 2021

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Purpose and Background Information

Purpose

The Deep East Texas Local Workforce Development Board dba Workforce Solutions Deep East Texas, (Board) is soliciting proposals for lease space for a **Workforce Solutions Board offices to be located in Lufkin, Texas**. The purpose of this Request for Proposal (RFP) is to solicit proposals to lease existing space, renovate existing space and/or construct a facility that can be leased in whole or part to the Board.

Authority

The Board serves as the administrative entity for federal and state workforce programs and funds allocated to the twelve (12) county Deep East 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'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, job seekers and child care services.

General Overview and Request

The Board is currently leasing space located at 415 S First Street, Suite 110 B, Lufkin, Texas since December 2016, and currently occupies an office suite, which is an area of approximately 3,300 square feet. The Board's lease will expire on December 31, 2021. The Board is seeking approximately 6,000 square feet in an existing, new or remodeled property within the city limits of Lufkin, Texas. The Board currently houses fourteen (14) staff. The Office Suite is used for Board meetings, staff training, and meetings of partner organizations during daytime and evening hours with periodic weekend usage.

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 Supplement on Procurement – Version 1.0, Section I.4 Procurement by Competitive Proposals, TWC FMGC). Proposals will be rated utilizing the criteria specified in this document and selection will be made based on these criteria. The Board may enter into negotiations, if necessary, with the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Proposals may be submitted for more than one (1) project location; however, each proposal must conform and be responsive to the specifications that follow. 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 4:00 p.m. on Wednesday, April 6, 2021. The deadline for proposal submission may also be extended, if deemed necessary to ensure fair and open competition.

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 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 not less than five (5) years, with a preference for a ten (10) year initial term with annual renewal options.

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 reductions in government appropriations that inhibit the Board's continued ability to pay the rent. The Board also reserves the option to renegotiate cost based on revenue and the option to terminate the lease or return a negotiated portion of the lease space with no penalty based on a significant, documented revenue reduction beyond the Board's control.

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 to assist with project oversight.

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.

The office suite should include:

- Fourteen (14) walled offices or
- Eight (8) walled offices and six (6) cubicle work stations
- One (1) conference room for up to seventeen (17) staff
- One (1) board room for thirty (30) – forty (40) people
- One (1) mechanical cooled computer room
- One (1) IT storage room
- One (1) walled and locked file room
- One (1) break room with running hot and cold water
- Restrooms or access to restrooms for males and females

If proposal is for renovation of an existing facility, 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 (TAS) and Americans with Disabilities Act (ADA) standards, as evidenced by a review conducted by the Board's Equal Employment Officer. 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 Lufkin or an independent, licensed third-party.

Evaluation Criteria

Proposals will be evaluated according to the following criteria and possible points. (See Exhibit A: Application and Instructions):

- A. Responsiveness to Board Needs – 35 points
- B. Reasonableness of Cost and Project Completion – 35 points
- C. Past Performance and Quality – 20 points
- D. Additional Considerations – 10 points
- E. Historically Underutilized Business - 5 points

Criteria A – Responsiveness to Board Needs

Location:

Office space is to be located within the city limits of Lufkin, Texas at a site that is properly zoned to allow required 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(ies).

Facility must be served by public transportation and 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. If more than one (1) facility is proposed, the buildings are within close proximity and/or shared network connections can be easily facilitated.

Specifications and Requirements:

- Approximately 6,000 square feet in a location that is appropriately zoned for office usage. Exhibit B provides minimum requirements to assist in proposal development. 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, 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 Lufkin and/or a final inspection by the Board's appointed person. Proposer must identify if the proposed site is in a flood plain that requires the purchase of flood insurance.

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 (1) 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, maintenance 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, 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 – 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 certification.

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.
- 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.
- Step 6 – Negotiations, if necessary, may begin with the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. If negotiations are unsuccessful, the Board may negotiate with another proposer regardless of ranking, which may or may not be the highest ranked proposal.

Information About Procurement Process and Instructions for Submitting Proposals

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

1. Proposal Cover Sheet
2. Exhibit A – Application and Instructions
3. Exhibit B – Site/Floor Plan Specifications
4. Attachment A – Certification of Proposer
5. Attachment B – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements
6. Attachment C – Certification Regarding Texas Corporate Franchise Tax
7. Attachment D – State Assessment Certification
8. Attachment E – Certification Regarding Conflict of Interest
9. Attachment F – Nondiscrimination and Equal Opportunity (EEO)

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 www.detwork.org. Forms requiring signature must have an original signature.

Questions

All proposers may submit questions electronically, until April 6, 2021, 4:00 P.M., to: Kim Moulder, kmoulder@detwork.org

All questions and answers will be published on the Board's website, www.detwork.org, on April 14, 2021.

Deadline for Proposal Submission

The deadline for submission in response to this Request for Proposals (RFP) is 4:00 p.m., May 6, 2021. All responses must be submitted either by hand or e-mail delivery. If submitted in hard copy, one (1) original and three (3) copies of each proposal must be received no later than 4:00 p.m., May 6, 2021. Proposals may be submitted electronically to: kmoulder@detwork.org. Proposals received after the indicated time and date will not be accepted or considered for award. Timely delivery of proposals to the Board offices or via email is the sole responsibility of the proposer.

Completed proposals must be submitted to:

Workforce Solutions Deep East Texas Board
415 S First Street, Suite 110 B
Lufkin, Texas 75901
Attention: Kim Moulder
or electronically to: kmoulder@detwork.org

All documents must be legible, complete and fully assembled. Proposers will receive a receipt for hand-delivered proposals or acknowledgement of delivery via e-mail or proposals delivered via the United States Postal Service or other carrier. 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, by written request, prior to scheduled closing time of receipt of proposals. No proposal may be withdrawn after the closing date and time.

Timeline for RFP Process

Issue Date:	March 23, 2021
End of Question Period:	April 6, 2021, 4:00 p.m. (CST)
Q and A Published:	April 14, 2021
Proposal Due Date and Time:	May 6, 2021, 4:00 p.m. (CST)
Expected Notice of Award:	June 2021

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 Deep East 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 Deep East 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 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 12549 29 CRF, 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. The Board is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Investment Act (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Board further complies with: Title VII of the Civil Rights Act of 1964 (Title VII) which makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex (including sexual orientation and gender identity). The Pregnancy Discrimination Act which makes it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The Equal Pay Act of 1963 (EPA) which makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The Age Discrimination in

Employment Act of 1967 (ADEA) protecting people who are 40 or older from discrimination because of age. Title I of the Americans with Disabilities Act of 1990 (ADA) which makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. Sections 102 and 103 of the Civil Rights Act of 1991 which amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases. Sections 501 and 505 of the Rehabilitation Act of 1973 which makes it illegal to discriminate against a qualified person with a disability in the federal government. The Genetic Information Nondiscrimination Act of 2008 (GINA) Effective - November 21, 2009 which makes it illegal to discriminate against employees or applicants because of genetic information.

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. All proposers will be notified in writing of the final results of the procurement process within three (3) working days of the decision of the Board.

Dispute Resolution

1. Debriefings

The purpose of a Debriefing is to promote the exchange of information between a respondent and the Board staff pertaining to the proposal process and the bid evaluation system. The goal of a Debriefing is to assist a respondent in improving the quality of future bids. A Debriefing shall include an informal exchange of information pertaining to the Board proposal process and bid evaluation system and shall serve as an educational function for respondents. During a Debriefing, the respondent 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: Respondents 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 ten (10) working days of receipt, along with the date and time of the scheduled Debriefing. 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:

Workforce Solutions Deep East Texas
Attn: Executive Director
415 S. First St., Ste. 110B
Lufkin, TX 75901

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

- Step 2: The Debriefing shall be scheduled at the Board located at 415 S. First St., Ste. 110 B Lufkin, TX 75901 or by phone no later than ten (10) working days from the date the inquiry is received by the Board.
- Step 3: The Board staff shall meet with the respondent 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).

2. Appeals

An Appeal occurs when an unsuccessful respondent 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.

- Step 1: If a respondent wishes to appeal the decision of the Board regarding their bid proposal, the complainant respondent must submit to the Executive Director, a written Request for a Hearing within ten (10) calendar days of the Debriefing. The Board shall

acknowledge receipt of the Request for a Hearing in writing within ten (10) 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:

Workforce Solutions Deep East Texas

Attn: Executive Director

415 S. First St., Ste. 110 B

Lufkin, TX 75901

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

- Step 2: The written Request for a Hearing sent to the Executive Director must include the following information:
 - a. The funding decision being appealed (i.e. specific date of the RFP/IFB and the Board’s action taken);
 - b. Name, address, and phone number of the protesting party(ies);
 - c. 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, and a citation of the law or regulation allegedly violated that forms the appeal);
 - d. Any written information that respondent believes is relevant to the protest;
 - e. The remedy sought by the respondent; and
 - f. An original signature by the appealing organization’s authorized representative.
- Step 3: A Hearing shall be scheduled at the Board Offices or by phone 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 4: The Executive Director, or his/her designee, shall act as the Hearing Officer. The Executive Director shall also appoint a Committee of either Deep East Texas Local Workforce Development Board (DETLWDB) Members and/or DETLWDB staff to serve as the Hearings Committee. Such committee shall consist of the Hearing Officer and two (2) or four (4) additional committee members.
- Step 5: The Hearing Committee shall meet with the protesting party to discuss the specific concerns and the 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 DETLWDB funding rules and regulations and which are consistent with DETLWDB procurement policies.

- Step 6: 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 respondent, such recommendation shall be presented to the full DETLWDB for consideration and possible action at the next scheduled meeting. However, DETLWDB is NOT obligated to accept the Hearings Committee determination and/or recommendation.

Supplementary General Provisions

1. Time of Completion

- a. Time of completion is of prime importance to the Board. The proposal shall ensure that work is fully completed within the time as 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

- b. 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.

2. Temporary Utilities for Construction Purposes

- a. 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.

- b. 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.

- c. Application for the permanent gas, water, and electric meters shall be made and paid for by the Proposer.

3. Watchman

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.

4. Board's Occupancy

The Proposer agrees that the Board may occupy the facility, place and install equipment, furnishings, 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.

5. Preparations for Final Acceptance

- a. 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.
- b. Furnish duplicate copies of the following items:
 - Certification that all bills are paid
 - Maintenance manuals
- c. Furnish two (2) sets of as-built plans and specifications

6. Final Corrections

- a. After construction is completed, but before the Substantial Completion has been granted, the proposer and his principal sub-contractors will be required to tour the completed project with the Board's Executive Director and/or designee.
- b. 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.
- c. Sixty (60) days, after the Substantial Completion has been granted by the Executive Director and/or designee, the Proposer/Lessor and Boards Executive Director and/or designee, shall make a final building observation, to check all constructions. The Proposer at no additional expense to the Board will correct any items or equipment that are not performing as per the Contract.

7. Waiver of Subrogation

The parties hereto 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 to it policies of fire and extended coverage insurance and 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.

8. Indemnity Provision

The PROPOSER agrees to and shall defend, protect, indemnify and hold harmless the owner, its agents, officers, directors, employees, and the BOARD, from and against any and all claims, losses, damages, demands, 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.

9. 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.

10. Safety Requirements

- a. Proposers and any contractors and/or sub-contractors they hire are contractually bound to comply with Occupational Safety and Health Administration (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 OSHA'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 ensure 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.

11. 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 Worker'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 Worker'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

- d. Proposer shall provide evidence of required insurance coverage to the Board before beginning work and shall provide any changes or updates in insurance coverage throughout the time period during which insurance is required.

12. 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.

13. 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.

14. Non-Appropriation

Proposer understands that the Board's ability to pay rent is dependent on continued governmental appropriations. The lease agreement must include a non-appropriation clause that allows the Board to terminate the lease early in the event of discontinuance or reductions of governmental appropriations that result in the Board's inability to pay the rent. Ninety-four percent (94%) of the funds utilized for this project are federal funds.

Proposal Cover Sheet

Lease Space for Workforce Solutions Deep East Texas Board Offices in Lufkin, Texas

Proposer Name	
Address of Proposed Site	
Type of Project	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation
Project Cost	Total renovation cost: Renovation cost to meet TAS and ADA requirements: Total construction cost:
# of Days to Complete Project	
Proposed Lease Start Date	
Square Footage	Building 1: Building 2: Building 3: Total square footage:
Proposed Lease Terms	Cost per square foot/per month: Annual cost per square foot:
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: _____ Attach a copy of current certification.
Authorized Representative- Contact Information	Name: Phone: E-mail:
Name and Title of Authorized Signatory	
Signature and Date	

Exhibit A

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 – 35 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.
- Relationship to public transportation stop.
- Proximity of parking to facility.
- Composition of parking area surface and number of spaces available; rating of parking surface; and number of accessible spaces.

Specifications and Requirements:

- Qualifications/experience of key management and professional personnel.
- Available and/or proposed useable square feet specific to the Board Office and not shared with other tenants, if applicable.
- Property design that ensures maximum utilization of space.
- 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 the American Disabilities Act (ADA); to make all necessary required accommodations for persons with disabilities. This will include; but 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 restrooms. ADA requirements may be downloaded from the following website address: <http://www.access-board.gov/ada/>.

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 twenty (20) cars. Parking area must have sufficient curb cuts and ramps in the parking and drop-off areas as required by Texas Accessibility Standards (TAS 4.7.1). Indicate number of available parking slots including handicapped accessible parking spaces that comply with American Disabilities Act (ADA), and whether the parking spaces are for Workforce Solutions Deep East Texas 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.
- Compliance with the Texas Accessibility Standards (TAS), and American Disabilities Act (ADA); to make all necessary required accommodations for persons with disabilities i.e. ramps, doors, signage, restrooms, etc. ADA requirements may be downloaded from the following website address: <http://www.access-board.gov/ada/>
- Adequate accessible entrances as required by TAS 4.13 and 4.14.1 and 4.13.11.
- The Board will accept the proposals meeting one (1) or more of the following criteria:
 - 1) New or existing facility
 - 2) Facility designed by a currently registered professional architect
- Availability to post sign indicating Deep East Texas Workforce Development Board, Inc. dba Workforce Solutions Deep East Texas 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.

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.
- 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 and 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.
- Mechanical cooled computer room for storage of computer server and related equipment with separate temperature control.
- 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 – 35 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 (1) 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 for up to ten (10) years (maximum of ten (10) years). The Board is willing to consider the ten (10) year 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 and Quality – 20 Points

- Identification of similar projects within last two (2) years including contact information and authorization for Board staff to contact key individuals involved with project as well as individuals currently occupying the space. (References).
- Number of projects in last two (2) years; number of projects with on-time completion rate.
- Utilization of sub-contractors that are considered small business as defined by the Small Business Administration and stipulations to ensure on-time, quality performance. (If already known, provide a list of proposed sub-contractors for this project).
- 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 (5) years.
- Qualifications and experience of key management and professional personnel involved in the project.

D. Additional Considerations – 10 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. Historically Underutilized Business – 5 Points

- Provide documentation of current status as approved HUB.

Exhibit B Site/Floor Plan Specifications

(Minimum requirements to assist in proposal development)

If any of the requirements cannot be met, please identify specifically and provide reasons and proposed remedies.

Feature	Preferred	Acceptable
Private Offices (minimum of 10x10) (2 drops and 2 electrical outlets per office - separate walls)	14	8
Office Space Area for Cubicles (8x8 cubicles) (2 drops and 2 electrical outlets per cubicle)	0	6
Conference room for seventeen (17 staff) (4 drops and 4 electrical outlets)	1	1
Board room for thirty (30) - forty (40) people (6 drops and 12 electrical outlets)	1	1
Mechanical cooled computer room (10 x 20) (6 electrical outlets) (30 AMPS)	1	1
IT Storage Room (10 x 10) (4 electrical outlets)	1	1
File Room (must be keyed) (12 x 14) (3 electrical outlets)	1	1
Break room (10 x 10) (6 electrical outlets) (Hot and cold water)	1	1
Restrooms or access to restrooms (ADA Accessible)	1 male and 1 female	1 male and 1 female
Parking Lot Accommodations (Must meet ADA Requirements)	20+ cars	No less than 20 cars
Sufficient Amperage for Computers and Phones (20 AMPS per Office)	50	30

**Attachment A
Certification of Proposer**

PROJECT: Lease Space for Workforce Board Office in Lufkin, Texas

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 Deep East 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 General Conditions and the Supplementary General Provisions sections 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 Provisions

I acknowledge receipt of the following addenda. (Please list): _____

Upon notification of the acceptance of the proposal, the Undersigned agrees to execute a contract for the above work, for the 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.

Attachment A: Certification of Proposer, continued

I, _____, certify that I am the _____
(Name) *(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 Deep
East Texas Board on behalf of said organization by authority of its governing body.

Signature: _____

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

Attachment B
**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; and

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).

Attachment B: Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements, continued

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 (3) 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 (3) year period preceding this contract had one (1) 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).

Attachment B: Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements, continued

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 (5) days after conviction for a violation of a criminal drug statute in the workplace;

Notifying the grantor agency, Deep East Texas Local Workforce Development Board, Inc. in writing, within ten (10) 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 C
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 D
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

Name and Title

Attachment E

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 Deep East 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 Deep East Texas Board;
- (3) No member of the Board, the Executive Director or employee Workforce the Workforce Solutions Deep East Texas Board owns or controls more than a ten (10%) percent interest in the Proposer;
- (4) No spouse or member of the Board, Executive Director or employee the Workforce Solutions Deep East 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 Deep East 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; and
- (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 Deep East Texas Board and shall immediately refund to the Workforce Solutions Deep East 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 Deep East Texas Board relating to that contract.

Attachment E: Certification Regarding Conflict of Interest, continued

Disclosure of Potential Conflict of Interest. Please describe: _____

Name of Organization: _____

Name/Title of Authorized: _____

Signature: _____ Date: _____

Attachment F
Nondiscrimination and Equal Opportunity (EEO)

As a condition to financial award from the Department of Labor (DOL) under (29 CFR part 38) Title I of Workforce Innovation and Opportunity Act (WIOA), the proposer assures that it will comply fully with the nondiscrimination and equal opportunity (EEO) provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The proposer also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I - financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

By signing I acknowledge that I have read these assurances and that I am authorized to bind the organization I represent to these requirements should this proposal be accepted for funding by the Deep East Texas Local Workforce Development Board, Inc.

Company Name

Name of Authorized Representative and Title

Date

Signature of Authorized Representative