



REQUEST FOR PROPOSAL #24-424

LEASE SPACE FOR WORKFORCE SOLUTIONS DEEP EAST TEXAS NACOGDOCHES COUNTY WORKFORCE CENTER IN NACOGDOCHES, TEXAS

Issued by

WORKFORCE SOLUTIONS DEEP EAST TEXAS
415 S. First Street, Suite 110B, Lufkin, Texas 75901
936-639-8898
www.detwork.org

Proposals to be submitted via email to:

procurement@detwork.org

Release Date: February 22, 2024

Bidders Conference: March 12, 2024, 9:00 a.m. (CST)

Deadline for Submission of Questions: March 22, 2024, 2:00 p.m. (CST)

Proposal Due Date and Time: April 19, 2024, 4:00 p.m. (CST)

Projected Notice of Award Date: June 1, 2024

Workforce Solutions Deep East Texas is an equal opportunity employer/program. Auxiliary aids and services are available, upon request, to individuals with disabilities.

Relay Texas: 1-800-735-2989 (TDD); 1-800-735-2988 (Voice); 1-800-662-4954 (Español); or 7-1-1

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SECTION 1

STATEMENT OF WORK

1.1 PURPOSE

The Deep East Texas Local Workforce Development Board dba Workforce Solutions Deep East Texas Board (Board) is soliciting proposals for lease space for its **Workforce Solutions Deep East Texas Nacogdoches County Workforce Center (WFC) to be located in Nacogdoches, (Nacogdoches County), 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.

1.2 BUDGET

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 but will consider a net lease or 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 not less than five (5) years or more than 10 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 reductions in government appropriations that inhibit the Board's continued ability to pay the rent.

1.3 SCHEDULE

Current lease expires August 31, 2024. Proposed transition date, if needed, is August 1, 2024.

1.4 GOALS

The Board's goal through this RFP is to select one facility to meet the needs set forth to allow for the delivery of the One-Stop Delivery Service. The Workforce Solutions Deep East Texas Nacogdoches County Workforce Center will establish a customer-friendly and flexible approach to meet the needs of customers seeking services and information.

1.5 UNIQUE CONSIDERATIONS/CHALLENGING REQUIREMENTS

Under the direction of the Board, the WFC offers multiple programs that include Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Trade Adjustment Act, Child Care Development, Veterans, Job Corps, and the Texas Workforce Commission Vocational Rehabilitation programs. Based on the multiple partners there are specific needs that are identified in this RFP. The selected Proposer must adhere to all conditions required in the Texas Accessibility Standards and Texas Government Code 469, administered by the Texas Department of Licensing and Regulation standards.

1.6 DETAILED 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. The owner/landlord must provide plans of any construction to meet the requirements of this RFP if awarded prior to construction.

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. Building should include the following:

Quantity	Space Type	Square Footage
1	Reception/Resource Area 13 electrical outlets 14 computer drops 1 fax line	600 sq ft minimum
2	Classrooms 4 electrical outlets per classroom 2 computer drops per classroom	200 sq ft minimum
1	Testing Room 3 electrical outlets 3 computer drops	8 x 10 minimum
1	Employer Room 2 electrical outlets 1 computer drop	8 x 10 minimum
5	Walled Offices 2 electrical outlets per office 1 computer drop per office	8 x 10 minimum
12	Cubicle Office Spaces (<i>cubicles provided by Board</i>) 2 electrical outlets per cubicle 1 computer drop per cubicle	6 x 8 minimum
2	Locked File Room 2 electrical outlets	100 sq ft minimum
1	IT/Mechanical Cooled Room Temperature of room must not exceed 72°F 4 electrical outlets All network cables pull to this room	80 sq ft minimum
1	Work Area (for mail, printer, and shredder) 2 fax lines	80 sq ft minimum
1	Staff Break Room 3 electrical outlets	15 x 12 minimum
1	Female Restroom (Customer)	
1	Male Restroom (Customer)	
1+	Unisex Restroom (Staff)	
1	Janitorial Closet	50 sq ft minimum
40+ computers	Sufficient Amperage for Computers/Phones	
20+ parking spots	Parking Lot Accommodations	

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 meet current Texas Accessibility Standards (TAS) and Americans with Disabilities Act (ADA) standards, as evidenced by a review conducted by the Board's Equal Opportunity (EO) 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 Nacogdoches or an independent, licensed third party.

CURRENT CONDITIONS**2.1 ABOUT THE BOARD**

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 and job seekers. A key element of the system is a Workforce Solutions Center where customers may access all services.

2.2 CURRENT SPACE

The Board is currently leasing 5,740 square feet of space located at 235 N. University Drive, Nacogdoches, Texas 75962. The Board is seeking approximately 5,000 to 10,000 square feet in an existing, new or remodeled property within the city limits of Nacogdoches, Texas, that is easily accessible to the public and meets the requirements of the specifications described in Section 1.6. The WFC serves as a One-Stop Center through integration with Texas Workforce Solutions – Vocational Rehabilitation Services (VR). The WFC currently houses 13 staff on a daily basis and serves an average of 250-300 customers per month.

Services include access to resource areas with computers, fax machines, copiers and printed materials; workshops, assessments and training courses offered in large and small group settings in a classroom and 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.

PROPOSAL REQUIREMENTS

This 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 Appendix D: 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 Proposer 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.

3.1 DATE AND TIME REQUIREMENTS

All proposal packages **MUST** be received by the Board no later than 4:00 p.m. (CST) on April 19, 2024. Proposals **MUST** be submitted electronically via email to procurement@detwork.org. Timely delivery of proposals via e-mail is the sole responsibility of the Proposer. Late submittals will not be accepted or considered. Proposers should be mindful of any potential delays due to connectivity issues or other delays whether foreseeable or unforeseeable. Failure to submit a proposal before the Proposal Due Date will result in disqualification of the proposal. The deadline for proposal submission may also be extended, if deemed necessary to ensure fair and open competition.

All documents must be legible, complete and fully assembled. Proposers will receive an acknowledgement of delivery via e-mail. 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 Proposer or his/her authorized representative identified in Attachment A and the Cover Sheet may withdraw proposals, by written request, prior to the scheduled closing time of receipt of proposals. No proposal may be withdrawn after the closing date and time.

3.2 GENERAL FORMAT

All materials submitted shall become a part of the proposal and may be incorporated in a subsequent contract between the Board and the selected Proposer. All responses/submittals to this RFP shall be made in accordance with the format outlined below. Failure to submit all the required forms may cause a proposal to be deemed non-responsive.

SECTION 4

EVALUATION PROCEDURES

4.1 EVALUATION SUMMARY

Proposals will be evaluated based on their overall value to the Board, which includes both cost and technical factors (as outlined in this Section).

4.2 CRITERIA AND WEIGHTS

Proposals that are found to be responsive will be evaluated and assessed in accordance with the evaluation criteria and possible points below:

Criteria	Points
Responsiveness to Board Needs	35 points
Reasonableness of Cost and Project Completion	35 points
Past Performance and Quality	20 points
Additional Considerations	10 points
Historically Underutilized Business	5 points
TOTAL	105 points

Criteria – Responsiveness to Board Needs (35 Points)

Location:

Office space is to be located within the city limits of Nacogdoches, 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(ies).

Facility should be easily accessible from a named, recognized paved thoroughfare and accessible by local transportation system, if available in the area. Ideally, the facility will be easily visible from a major street with entrance to the facility parking area directly from that street.

Specifications and Requirements:

- Approximately 5,000 to 10,000 square feet in a location that is appropriately zoned for office usage and meets the specifications described in Section 1.6. Exhibit 2 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, 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 Nacogdoches 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 – Reasonableness of Cost and Project Completion (35 Points)

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 – Past Performance and Quality (20 Points)

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. Proposers should submit letter of references of other properties leased or owned.

Criteria – Additional Considerations (10 Points)

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, inclusion of any utilities, or ability to upgrade technology accessibility.

Criteria – Historically Underutilized Business (HUB) (5 Points)

The Board is committed to working with Historically Underutilized Businesses and will provide additional consideration to Proposers who provide proof of current certification.

4.3 RESPONSIVENESS

To be considered responsive, at a minimum, Proposers must complete and submit all of the required information on time and submit as specified in this RFP.

4.4 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate all responsive proposals, and participate in the interview process, if one. The Evaluation Committee is expected to contain approximately 3-5 individuals that may, or may not, have technical expertise with this particular type of project or service. Therefore, it is important that the Proposers prepare and submit non-technical documents (to the maximum extent possible).

The Evaluation Committee will be asked to independently review and score the proposals based on the criteria outlined in Section 4.2.

4.5 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 Evaluation Committee.

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. The Evaluation Committee 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 Evaluation Committee 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.

4.6 INTERVIEWS

The Board may conduct interviews with the Key Personnel from each of the Proposers.

4.7 NEGOTIATIONS

Negotiations, if necessary, may begin with the responsible Proposer 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.

4.8 AWARD PROCEDURES AND AGREEMENT

The successful Proposer will be notified, in writing, when a recommendation for award has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract.

SECTION 5

ADMINISTRATIVE REQUIREMENTS

5.1 OVERVIEW

The Board is issuing this RFP 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 for its Workforce Solutions Deep East Texas Nacogdoches County Workforce Center (WFC) to be located in Nacogdoches, (Nacogdoches County), Texas.

5.2 PROCUREMENT SCHEDULE

The Board will make every effort to adhere to the schedule below; however, the Board reserves the right, at its sole discretion, to adjust the RFP schedule as it deems necessary.

No.	Activity	Time (CST)	Date
1	Release Date	-	February 22, 2024
2	Bidders Conference	9:00 a.m.	March 12, 2024
3	Deadline for Submission of Questions	2:00 p.m.	March 22, 2024
4	Q & A Published	4:00 p.m.	March 28, 2024
5	Proposal Due Date and Time	4:00 p.m.	April 19, 2024
6	Projected Notice of Award Date	-	June 1, 2024

5.3 BIDDERS CONFERENCE

A Bidders Conference will be conducted to provide an overview of the project. Attendance at this meeting is not mandatory, but highly recommended for all Proposers. Please email a RSVP to the Board at procurement@detwork.org with a list of personnel (first and last names, phone numbers, and email addresses) of individual(s) that will attend this meeting (to ensure there is adequate space for the meeting).

The Bidders Conference will be held at the Board office at:
415 S. First St., Ste. 110B, Lufkin, TX 75901

5.4 QUESTIONS, INQUIRIES, CLARIFICATIONS, REQUESTS FOR INFO

Proposers are expected to promptly review this RFP, including all of the attachments/exhibits. If the Proposer has questions or requires clarification of the scope of work, the intent, or any aspect of this RFP, the Proposer shall immediately notify the Board. All questions, inquiries, and clarifications must be submitted to the Board electronically to procurement@detwork.org by the due date identified in the Procurement Schedule.

All questions and answers will be published on the Board's website, www.detwork.org, on March 28, 2024, by 4:00 p.m. (CST).

5.5 ADDENDA

The Board may issue addenda to make changes to the RFP, changes to the scope, respond to any questions, or provide clarification to information stated within the RFP. All written/published addenda shall become part of this RFP and must be included by the Proposer in its proposal.

5.6 GENERAL TERMS & CONDITIONS OF THIS SOLICITATION

The following terms and conditions apply to this RFP:

Purpose

The only purpose of this 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.

Rejection of Proposals

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.

Negotiation

The Board reserves the right to negotiate the final terms of any and all contracts or agreements with the selected Proposer.

Misrepresentation

Misrepresentation of the Proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.

Ethics

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.

Conflict of Interest

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.

Proposer's Competition

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.

Withdrawal of Proposal

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.

Availability of Funding

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.

All contracts are contingent upon availability of funds from the U.S. Department of Labor and/or Texas Workforce Commission.

Certification of Debarment

No contract may be awarded until Proposer has complied with Executive Order 12549 29 CFR, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the Proposer, 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).

Authority

Proposal must be manually signed by a person having the authority to bind the organization in a contract. (See Attachment A).

Confidential Information

Any material that is to be considered 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.

Equal Opportunity

As a condition to the award of financial assistance from the Department of Labor under Title I of Workforce Innovation and Opportunity Act (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:

- 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;
- 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 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.

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.

Notification of Results

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.

Debriefing

The purpose of a Debriefing is to promote the exchange of information between a Proposer and the Board staff pertaining to the proposal process and the bid evaluation system. The goal of a Debriefing is to assist a Proposer 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 Proposers. During a Debriefing, the Proposer 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: Proposers who desire a Debriefing must submit a written request within 30 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 held virtually 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 Proposer and shall review: the proposal and bid evaluation process; how the Proposer’s proposal/bid was scored and ranked; and suggestions on how to improve future bids (if applicable).

Complaints/Protests

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 Board 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.

Dispute Resolution/Appeals Procedures

An Appeal occurs when an unsuccessful Proposer 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.

Proposers have a right to appeal (Appellant) the decision of the Board regarding their bid proposal. The Appellant’s appeal must be in writing and mailed to the Board at:

Workforce Solutions Deep East Texas
Appeals
415 S. First St., Ste. 110B
Lufkin, TX 75901

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

An appeal must be filed within 15 calendar days from the date the Proposer was notified of non-award. Appellants must include the following information in their appeal correspondence:

- Identify the solicitation being protested
- 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
- Provide any written information that the protestor believes is relevant to the grant award
- Provide the basis for the protestor's interest in the award
- Provide desired remedies, if any.

The Board Executive Director/designee will review the appeal and issue a determination within 15 days of receipt of the appeal. Unless the solicitation is for goods/services in excess of \$250,000, this decision will be final.

Proposers may resubmit the appeal and/or request a review of the determination for solicitations of goods/services valued in excess of \$250,000 within 10 calendar days from the date of the determination. The Board Chair shall be notified by Board staff of any such appeals. The Chair or their designee shall contact the Proposer and arrange for an appeals conference to be held at a mutually agreeable date and time at a location designated by the Board Chair within 21 days of receipt of the resubmitted protest. An Appeals Committee shall be convened for the appeals conference.

The Board Chair or designee shall serve as the moderator for the conference and shall inform the Proposer that only those issues presented in the appeal may be addressed at the conference. Proposer may provide further information to clarify relevant issues and may be questioned by the Appeals Committee.

At the conclusion of the conference, the moderator shall call for a vote of the Appeals Committee on whether reconsideration shall be given to the appealed decision. A simple majority vote will be sufficient to reconsider or uphold the original decision.

5.7 SUPPLEMENTARY GENERAL PROVISIONS

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 identified on their Proposal Form (i.e. August 31, 2024). For each calendar day that any of the work remains incomplete after the specified date, the sum of **\$200 per day** will be deducted from the monies due to the awarded Proposer (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 from the date when Proposer determines that additional time may be required.

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.

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.

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.

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.

Final Corrections

- a. After construction is completed, but before the Substantial Completion has been granted, the Proposer and his principal subcontractors 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 Board's 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.

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.

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.

Alien Employment Controls

To comply 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.

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.

Buy American Act

The Office of Management and Budget "Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards" (OMB Uniform Guidance) provisions at 2 CFR § 200.322 require that as appropriate and to the extent consistent with law, subrecipients "should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)." The UG further specifies that the requirements of 2 CFR § 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this requirement, the OMB Uniform Guidance states that "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

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.

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-five percent (95%) of the funds utilized for this project are federal funds.

SECTION 6

PROPOSAL FORMS & EXHIBITS

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

1.	Cover Sheet	Proposal Cover Sheet
2.	Exhibit 1	Application and Instructions
3.	Exhibit 2	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 (EO)

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 RFP and all required forms are available on the Board's website www.detwork.org. Forms requiring signature must have an original signature.

Proposal Cover Sheet

Lease Space for

Workforce Solutions Deep East Texas Workforce Center in Nacogdoches, 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	
Proposed Lease Terms	Cost per square foot/per month: Annual cost per square foot:
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: _____ Attach a copy of current certification.
Authorized Representative-Contact Information	Name: Phone: E-mail:
Name and Title of Authorized Signatory	
Signature and Date	

Exhibit 1

Application and Instructions

Proposer should address each item below in a narrative format and clearly label any attachments submitted as part of their response; if the item does not apply insert “N/A”.

Exhibit 1	Enter Proposed Description for Exhibit 1 Here
A. Responsiveness to Board Needs – 35 Points	
Location:	
· Physical Address of Proposed Facility – Zoning for location.	
· Year Facility Built (if existing facility). Complies with all current, state and local codes and ordinances	
· Primary street(s) that provide direct access to facility and number of public entrances to facility. Accessible by local transportation	
· 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 design if private offices or cubicles	
· 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.	
· Current Certificate of occupancy and identify if proposed site is in flood plain.	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
<ul style="list-style-type: none"> 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. 	
<ul style="list-style-type: none"> 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:	
<ul style="list-style-type: none"> Shrubs, grass, landscaping, and automatic irrigation system shall be provided and maintained by the builder/owner. 	
<ul style="list-style-type: none"> Site must have a designated dumpster location. 	
<ul style="list-style-type: none"> Privacy fence must be provided around electrical transformers and/or air conditioning units. 	
<ul style="list-style-type: none"> Paved, off-street parking for no less than 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 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. 	
Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here

<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · Facility shall have energy-efficient exterior lighting as necessary for security at exits and parking areas. 	
<ul style="list-style-type: none"> · 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/ 	
<ul style="list-style-type: none"> · Adequate accessible entrances as required by TAS 4.13 and 4.14.1 and 4.13.11. 	
<ul style="list-style-type: none"> · Prefer to have separate entrances for the general public and WFC staff with secured and controlled access. 	
<ul style="list-style-type: none"> · The Board will accept the proposals meeting one (1) or more of the following criteria: 	
1) New, single metal building;	
2) New or existing facility with a minimum of twenty (20%) percent masonry finish; and/or	
3) Facility designed by a currently registered professional architect.	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
<ul style="list-style-type: none"> · Location and style of sign indicating WFC that is visible to the general public. 	
<ul style="list-style-type: none"> · 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:	
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · 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 number of drops, electrical outlets are identified in Detailed Facility Requirements Section 1.6. 	
<ul style="list-style-type: none"> · Previously occupied space shall have damaged ceiling grid and tile replaced to provide a clean, neat and uniform finished appearance. 	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · Facility must be hazardous materials-free, or a hazardous materials-managed environment in compliance with the Texas Department of Health, and must comply with Fire Codes, and ADA. 	
<ul style="list-style-type: none"> · 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. Refer to Section 1.6 Detailed Facility Requirements. 	
<ul style="list-style-type: none"> · Storage room/closet space for router and related equipment. 	
<ul style="list-style-type: none"> · Internal doors must allow for secured and controlled access that prevents access by other tenants and allows the Board to control access as desired. 	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
B. Reasonableness of Cost and Project Completion – 35 Points	
<ul style="list-style-type: none"> · Please submit cost that includes 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. 	
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · The Board desires a lease of no less than 5 years and no more than 10 years. 	
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · 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. If work is unable to be completed during required timeframe, please provide reason and expected timeframe of work to be completed. 	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
<ul style="list-style-type: none"> · Lease terms, including restrictions the landlord will require for the tenant. (Submit draft copy of proposed lease). 	
C. Past Performance and Quality – 20 Points	
<ul style="list-style-type: none"> · 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). 	
<ul style="list-style-type: none"> · Number of projects in last two (2) years; number of projects with on-time completion rate. 	
<ul style="list-style-type: none"> · 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). 	
<ul style="list-style-type: none"> · 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. 	
<ul style="list-style-type: none"> · Qualifications and experience of key management and professional personnel involved in the project. 	

Exhibit 1, continued	Enter Proposed Description for Exhibit 1 Here
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 2

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	Enter Proposed Description for Preferred Here	Acceptable	Enter Proposed Description for Acceptable Here	Comments
Reception/Resource Area (600 sq ft minimum) 13 electrical outlets, 14 computer drops, & 1 fax line	1		1		
Classrooms (200 sq ft minimum) 4 electrical outlets & 2 computer drops per room	2		2		
Testing Room (8 x 10 minimum) 3 electrical outlets & 3 computer drops	1		1		
Employer Room (8x10 minimum) 2 electrical outlets & 1 computer drop	1		1		
Walled Offices (8 x 10 minimum) 2 electrical outlets & 1 computer drop per office	5+		5		
Cubicle Office Spaces (cubicles provided by Board) (6x8 minimum) 2 electrical outlets & 1 computer drop per cubicle	12+		12		
Walled, Locked File Room (100 sq ft minimum) 2 electrical outlets	2		2		
IT/Mechanical Cooled Room (80 sq ft minimum) Regulated room temperature of 70°F; not to exceed 72°F 4 electrical outlets all networks pull to this room	1		1		
Work Area (for mail, printer, & shredder) (80 sq ft minimum) 2 fax lines	1		1		
Staff Break Room (15x12 minimum) 3 electrical outlets	1		1		
Female Restroom (Customer) ADA Accessible / Hot & Cold Water	1		1		
Male Restroom (Customer) ADA Accessible / Hot & Cold Water	1		1		
Unisex Restrooms (Staff) ADA Accessible / Hot & Cold Water	1+		1		
Sufficient Amperage for Computers & Phones	40+ computers		40 computers		
Parking Lot Accommodations Must Meet ADA Requirements	20+ parking spots		20 parking spots		

Attachment A
Certification of Proposer

PROJECT: Lease Space for Workforce Solutions Deep East Texas Nacogdoches County Workforce Center in Nacogdoches, Texas

NAME OF PROPOSER: _____

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 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 RFP
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): _____

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 an acceptable and agreed upon time period between the Board and landlord.

I, _____, certify that I am the _____
(Name) *(Title)*

of the corporation, partnership, organization, or other entity named as Proposer 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).

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).

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, Workforce Solutions Deep East Texas 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.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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 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 it:

- ☐ is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- ☐ has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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 of 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 of 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.

Disclosure of Potential Conflict of Interest. Please describe. _____

Name of Organization

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Attachment F

Nondiscrimination and Equal Opportunity (EO)

As a condition to the award of financial assistance from the Department of Labor under Title I of Workforce Innovation and Opportunity Act (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:

- 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;
- 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 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.

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 Workforce Solutions Deep East Texas.

Name of Organization

Name and Title of Authorized Representative

Signature of Authorized Representative

Date