



REQUEST FOR PROPOSALS #25-434

Employer of Record Services

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: May 19, 2025

Deadline for Submission of Questions: June 2, 2025, 4:00 p.m. (CST)

Deadline for Submission of Proposal: June 10, 2025, 4:00 p.m. (CST)

Projected Notice of Award Date: June 18, 2025

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 GENERAL INFORMATION

INTRODUCTION

The Deep East Texas Local Workforce Development Board, Inc. dba Workforce Solutions Deep East Texas (WSDet) is a nonprofit 501(c)(3) organization that oversees workforce development programs in the 12-county Deep East Texas Workforce Development Area (WDA): Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, and Tyler counties. WSDet operates six workforce centers throughout the Deep East Texas region, delivering a range of services to support businesses and the current, emerging, and transitional workforce, including paid work experience and subsidized employment.

WSDet is part of the Texas Workforce Solutions Network – comprised of the Texas Workforce Commission (TWC) and 28 local workforce boards.

The WSDet Board is responsible for the planning, oversight, and evaluation of the workforce development system in the region. WSDet primarily receives funding from the United States Department of Labor (DOL) through the Texas Workforce Commission (TWC).

SECTION 2 REQUEST FOR PROPOSALS PURPOSE

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified payroll/staffing organizations licensed in the State of Texas to serve as Employer of Record. This RFP provides a uniform method for the procurement of these services. It contains the necessary background, requirements, instructions, and information for responding to this RFP.

Changes to the scope of work and/or resultant contract shall be subject to the availability of funds, successful contract negotiations, applicable procurement standards, and the laws, rules, regulations, and policies governing the programs funded under this RFP.

RFP SCHEDULE OF EVENTS

The timeline for soliciting proposals, review, selection and negotiation is presented below. The dates are tentative and may be changed at the discretion of WSDet. Interested parties shall be responsible for monitoring the WSDet website at <https://detwork.org/about-us/doing-business> for any updates pertaining to this

RFP. WSDet shall not be held responsible for any further communication beyond updating the website. All times are Central Standard Time.

RFP Issuance:	May 19, 2025
Deadline for Questions Submission:	June 2, 2025, 4:00 p.m.
Questions & Answers Posted:	June 4, 2025, 4:00 p.m.
Deadline for Proposal Submission:	June 10, 2025, 4:00 p.m.
Board Meeting for Selection:	June 17, 2025
Projected Notice of Award:	June 18, 2025
Contract Start Date:	July 1, 2025

RFP ISSUANCE

This RFP is issued on May 19, 2025, by WSDet. Copies of the RFP are available from the following sources:

Preferred Source: <https://detwork.org/about-us/doing-business>

Secondary Source: procurement@detwork.org

PROPOSAL DEADLINE

The deadline for submission of proposals is 4 p.m. (CST), Tuesday, June 10, 2025.

Proposals will ONLY be accepted via email and must be submitted to procurement@detwork.org. Official receipt of the proposal will be documented on the proposal log of WSDet as determined by the date and time the emailed submission was received. Acknowledgement of receipt will be made via email to the Respondent's identified contact person. Proposals submitted via private or public mail carrier, courier service, fax, or hand delivery will not be accepted. Proposals received after the deadline will be considered non-responsive and will not be accepted. The timely delivery of the proposal is the sole responsibility of the submitting party.

RESPONDENT'S QUESTIONS

Any questions regarding this RFP must be submitted electronically no later than 4:00 p.m. on Monday, June 2, 2025. No questions may be submitted via private or public mail carrier, courier service, fax, or hand delivery, nor via telephone or in-person communication. A Question and Answer publication will be released by

WSDet on Wednesday, June 4, 2025. This publication will be posted on the WSDet website at <https://detwork.org/about-us/doing-business>. All questions should be directed to procurement@detwork.org.

Other than questions submitted as directed above, WSDet Board members and staff are precluded from answering questions concerning this RFP or the procurement process. Contact with WSDet Board members or staff or the current landlord from the date that this RFP is released until the contract is awarded is strictly prohibited. Violations of this prohibition will result in the automatic disqualification of the proposal.

CONTRACT TYPE

WSDet expects to execute a single contract as a result of this RFP. All contracts are contingent upon the receipt of sufficient funding by WSDet from TWC and other funding sources. Negotiated contract amounts will be contingent upon funding actually received. Final contracts are also subject to any changes in legislation, regulations, or policies issued by funding sources. WSDet reserves the right to vary or change the terms of any contract executed as a result of this RFP as it deems necessary and in the best interests of WSDet.

CONTRACT PERIOD

The initial contract executed as a result of this RFP will be for one (1) year, beginning **July 1, 2025 and ending June 30, 2026**. WSDet may renew the contract for up to five (5) additional years. Contract renewals are at the sole discretion of WSDet and are based on compliance with contractual obligations and other factors as determined by WSDet. WSDet reserves the right to terminate the contract at any time based on compliance with contractual terms and conditions.

GOVERNING PROVISIONS AND LIMITATIONS

1. The only purpose of this RFP is to ensure uniform standards and information in the solicitation of proposals for office lease space.
2. This RFP is not to be construed as a purchase agreement, contract, or commitment of any kind; nor does it commit WSDet to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by WSDet.
3. WSDet reserves the right to accept or reject any or all proposals received or to cancel or reissue this RFP.
4. WSDet reserves the right to award a contract for any items/services solicited in this RFP in any quantity WSDet determines is in its best interest.
5. WSDet reserves the right to request additional information, clarification of, or explanation of any aspect of a response to this RFP.
6. WSDet reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary. Respondents shall be responsible for monitoring the WSDet website at <https://detwork.org/about-us/doing-business>

- [business](#) for any updates pertaining to this solicitation. WSDet shall not be held responsible for any further communication beyond updating the website.
7. WSDet reserves the right to negotiate the final terms of any and all contracts with selected Respondent, and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of WSDet.
 8. WSDet reserves the right to contact any individual, agency, employer or grantee listed in the proposal, to contact others who may have professional experience and/or knowledge of the Respondent, and to request additional information from all Respondents.
 9. WSDet reserves the right to conduct a review of records, systems, and procedures, including, but not limited to, credit and criminal background checks, of any entity selected for funding under this RFP. This may occur before or after the award of a contract. Any misrepresentation, intentional omission, or falsification of information regarding the Respondent's ability to perform as stated in the proposal may result in the disqualification of the Respondent or the cancellation of any contract awarded.
 10. WSDet reserves the right to withdraw or to cancel any contract resulting from this RFP if adequate funding is not received from TWC or other funding sources or due to legislative changes.
 11. Respondents shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, board member, employee, proposal evaluator, chief elected official, or agent of WSDet for the purpose of having an influencing effect on this procurement.
 12. Respondents shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any officer, board member, employee, proposal evaluator, chief elected official, or agent of WSDet for purposes of having an influencing effect on this procurement.
 13. No officer, board member, employee, proposal evaluator, or agent of WSDet shall participate in the selection, award, or administration of a contract supported by workforce development funds if a conflict of interest, real or apparent, would be involved.
 14. Respondents shall not engage in any activity that will restrict or eliminate competition.
 15. All proposals submitted must be an original work product of the Respondent. The copying, paraphrasing or other use of substantial portions of the work product of other entities and submitted hereunder as original work of the Respondent is not permitted.
 16. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Respondent must intend to fulfill all of the representations made in their proposal. Failure of the Respondent to accept this obligation may result in cancellation of a contract. No plea of error or mistake shall be available to a successful Respondent as a basis for release from proposed services at the stated price/cost. Any damages incurred by WSDet as a result of a successful Respondent's failure to contract for the proposed services may be recovered from the Respondent.

17. A contract with a selected Respondent may be withdrawn, at the sole discretion of WSDet, if issues of contract non-compliance, unresolved financial obligations, or legal issues exist, until such issues are satisfactorily resolved. WSDet may withdraw the award of a contract if the resolution is not satisfactory to WSDet.
18. No contract may be awarded with a Respondent who is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a procurement by any federal department or agency.
19. WSDet reserves the right to deem nonresponsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.
20. The solicitation and selection of proposals must conform to all relevant federal, state and local laws, regulations, rules, and policies governing the procurement of products, goods, and services. Respondents are responsible for familiarizing themselves with all such matters.

SECTION 3 PROPOSAL REVIEW & SELECTION PROCESS

EVALUATION OF PROPOSALS

MINIMUM CRITERIA STANDARDS FOR REVIEW

A proposal must meet the following standards to be reviewed and scored. The proposal must:

- Be received by the deadline
- Be submitted in the required format
- Contain all required elements with required signatures
- Not contain evidence of real or apparent conflict of interest

All proposals that meet the required minimum criteria standards will be evaluated using the objective criteria specified below. A review committee, which may consist of staff, outside reviewers, or a combination of these, will be convened to evaluate each proposal independently using a standardized instrument.

Upon conclusion of the evaluation process, a recommendation for selection will be presented to the WSDet Board for final approval and acceptance. The WSDet Board intends to make the selection decision during the board meeting scheduled June 17, 2025.

EVALUATION CRITERIA

Proposals will be evaluated based on overall value to WSDet, which includes both cost and technical factors. The evaluation criteria and point values follow. See specific items to be documented in Attachment C of this RFP.

Criteria	Maximum Points
Criteria 1: Demonstrated Performance/Ability	20
Criteria 2: Organizational Design	20
Criteria 3: Cost Reasonableness	55
Historically-Underutilized Business	5
TOTAL Possible Points	100

CRITERIA 1: DEMONSTRATED PERFORMANCE/ABILITY 0 – 20 POINTS

Demonstrate your ability to provide comprehensive Employer of Record services as outlined in the RFP by submitting a written response to each of the following elements:

- Payment methods available for clients (Check, Direct Deposit, etc.)
- Tax and compliance filing/reporting to local, state, and federal agencies (new hire, W2, W4, FICA, 940, 941, EEO1, 1095's etc.)
- Reporting/Billing (detailed invoices by customer)
- Workers' Compensation and Wage Garnishment deductions
- Any prior experience you have working with similar programs/agencies.

CRITERIA 2: ORGANIZATIONAL DESIGN 0 – 20 POINTS

Respondent shall submit a written response to each of the following elements:

- Provide a brief background of your organization and qualifications as an Employer of Record.
- Describe your process for new hire documents, status changes, billing, background checks, drug testing, benefits, etc.
- Identify any industry accreditation, licenses or certifications.
- Provide three (3) client references with contact information.

CRITERIA 3: COST REASONABLENESS 0 – 55 POINTS

Respondent shall submit a written response to each of the following elements:

- Provide a complete list of all fees (service fees, background check fees, drug testing fees, and other applicable fees).
- Submit a line item budget for all projected costs. (Complete Attachment D - Budget Summary)

CRITERIA 5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB) 0 – 5 POINTS

WSDet is committed to working with Historically Underutilized Businesses and will provide additional consideration to Respondents who provide proof of current certification.

DEBRIEFINGS AND APPEALS

A Respondent may choose to either request a debriefing or file an appeal of WSDet's decision—but not both.

REQUEST FOR DEBRIEFING

Respondents who are not selected for contract award may request a debriefing for purposes of learning more about the evaluation of their proposal. The request for a debriefing must be provided in writing to WSDet no later than 30 days after notification of award. Upon receipt of a request for a debriefing, WSDet shall contact the Respondent and set a mutually agreeable date and time to conduct the debriefing. The debriefing may be held in person, but may also be conducted via telephone.

APPEALS PROCESS

If a Respondent wishes to appeal the decision of WSDet, the Respondent must use the following process.

1. Inform WSDet, in writing, within 15 days of the date of notification of non-selection, of their appeal. Appellants must include the following information in their appeal correspondence.
 - a. Identify the solicitation being protested
 - b. 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
 - c. Provide any written information that the protestor believes is relevant to the grant award
 - d. Provide the basis for the protestor's interest in the award
 - e. Provide desired remedies, if any
2. The WSDet Executive Director/designee will review the appeal and issue a determination within 15 days of receipt of the appeal.
3. Respondents may resubmit the appeal and/or request a review of the determination for solicitations of goods/services valued in excess of \$250,000.
4. An appeals conference shall be held at a mutually agreeable date and time at a location designated by the WSDet Board Chair or their designee within 21 days of receipt of the resubmitted protest. An Appeals Committee shall be convened for the appeals conference. At the conclusion of the conference, the WSDet Board Chair or their designee shall call for a vote of the Appeals Committee on whether reconsideration shall be given the appealed decision. A simple majority vote will be sufficient to reconsider or uphold the original decision.

SECTION 4 SCOPE OF WORK

EMPLOYMENT OF WORK RESPONSIBILITY

Employer of Record shall be responsible for:

- Providing new hire packets for participants
- Performing background checks on participants
- Performing drug tests (if required)

- Providing Workers' Compensation
- Regulatory Compliance
- Paying participants weekly or bi-weekly (Checks, Direct Deposit, etc.)
- Maintaining personnel and payroll records (I-9s, W-2s, etc.)
- Providing W-2s of the preceding calendar year by January 30 each year
- Administering wage garnishments, as required
- Submitting detailed weekly or bi-weekly invoices for reimbursement of client wages and associated fees.

Wages shall be paid in a timely manner and include other costs associated with payroll, including Federal income tax withholding, Federal Insurance Contributions Act (FICA) expenses, Workers' Compensation insurance, and any fees associated with payroll processing.

An hourly wage rate for the paid work experience/subsidized employment component shall be consistent with or based on the hourly wage WSDet has established for these services.

WSDet shall notify Employer of Record of the minimum hourly wage rate changes that will be paid to participants in paid work experience or subsidized employment within 30 days of contract execution.

Employer of Record shall include in their notification to WSDet a description of the other costs associated with payroll as described: hourly wage paid to the participant, which includes Federal income tax withholding and FICA (also referred to as Social Security) expenses; Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Authority (SUTA); fees associated with Affordable Care Act (ACA); Workers' Compensation insurance; Employer of Record set-up and payroll processing fee; and Employer of Record invoice processing fee.

DOCUMENTATION AND RECORDKEEPING

Employer of Record shall maintain records of the participants, wages paid, and associated fees for paid work experience and subsidized employment services to include documenting wages and associated fees for each participant and invoicing. These records are considered supplemental information needed by WSDet and/or its subrecipients for administrative, operational, and invoicing purposes. Employer of Record shall retain these records in accordance with WSDet's records retention schedule which is the length of five (5) years after the participant's last employment termination date.

INVOICING FOR PAYMENT

The Employer of Record shall set up wage payment services for the participant, and shall pay the participant's wages for each period upon receipt of a completed

timesheet or payroll record from the designated worksite supervisor or contact person that verifies the hours worked by the participant. The timesheet or payroll record shall be signed or certified by both the designated worksite supervisor or contact person and the participant.

SECTION 5 PROPOSAL PREPARATION & SUBMISSION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

FORMAT

Proposals shall adhere to the following format requirements.

- Size: Letter 8 ½” by 11”
- Typed, single spaced, font size not less than 11
- Page Numbering: All pages of the proposal (including attachments and forms), with the exception of the cover sheet, shall be numbered as “page __ of __” with the name of the Respondent on each page.

NUMBER OF COPIES

One electronic copy of proposal with executed certificates (i.e. signatures of authorized signatory) shall be submitted. Completeness of the Respondent’s submission is the sole responsibility of the Respondent. WSDet will acknowledge receipt of proposals via email to the Respondent’s identified contact person. Proposals will become the property of WSDet and will not be returned following completion of this procurement. No additional material shall be submitted after the due date and time.

CONTACT INFORMATION

Respondents shall provide contact information for the individual(s) who can respond to questions regarding the proposal. The identified contact person shall be the individual(s) who are knowledgeable of the proposal and who are authorized to provide information on behalf of the Respondent.

RESPONSE CHECKLIST AND ORDER OF SUBMISSION

The proposal shall be submitted with all required elements and assembled in accordance with Attachment B.

Incomplete proposals and proposals not in adherence to the RFP guidelines and/or specifications, and proposals missing required signatures may be disqualified for award consideration.

RFP 25-434 Employer of Record

Name of Proposing Entity	
Mailing Address	
Physical Address (if different from above)	
Phone Number	
Fax Number	
Website Address	
Name and Title of Proposal Liaison	
Phone Number of Proposal Liaison	
Email Address of Proposal Liaison	
Legal/Tax Status (check all that apply)	<input type="checkbox"/> Unit of government <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Other (describe) _____
State Comptroller ID Number	
Federal Employer ID Number	
HUB	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES: Certification No.: _____ Certifying Agency: _____ Attach a copy of current certification.
Name and Title of Authorized Signatory	
Contact Information of Authorized Signatory	Phone: Email:
Signature and Date	

ATTACHMENT B – PROPOSAL CHECKLIST AND ORDER OF SUBMISSION

The proposal shall be submitted in the order listed below.

- _____ **Attachment A - Proposal Cover Sheet**
- _____ **Attachment B - Proposal Checklist**
- _____ **Attachment C – Criteria Responses**
- _____ **Attachment D – Budget Summary**
- _____ **Attachment E – Nondiscrimination and Equal Opportunity Assurances**
- _____ **Attachment F – Conflict of Interest Certification**
- _____ **Attachment G – Certifications (Lobbying; Debarment; etc.)**
- _____ **Attachment H – Certification Regarding Texas Corporate Franchise Tax**
- _____ **Attachment I – State Assessment Certification**
- _____ **HUB Certification, if applicable**

ATTACHMENT C – CRITERIA RESPONSES

Respondent shall address each item below in a narrative format and clearly label any attachments submitted as part of their proposal. Insert “N/A” for any item that does not apply.

Criteria	Response
Criteria 1: Demonstrated Performance/Accountability	
Identify payment methods available for clients (check, direct deposit, etc.)	
Is your organization current on all tax and compliance filing/reporting to local, state, and federal agencies? (new hire, W2, W4, FICA, 940, 941, EE01, 1095, etc.) If not, explain.	
Does your organization provide detailed invoices by customer? Explain process for reporting and billing.	
Is your organization experienced with Workers’ Compensation and Wage Garnishment deductions? Explain.	
List prior experience working with similar programs/agencies.	
Explain your organization’s procedures for record retention.	
Criteria 2: Organizational Design	
Provide a brief background of your organization.	
Identify your organization’s qualifications as an Employer of Record.	

Describe your organization's process for new hire documents, statute changes, billing, background checks, drug testing, benefits, etc.	
Identify any industry accreditations, licenses and/or certifications.	
Provide three (3) client references with contact information.	1.
	2.
	3.
Criteria 3: Cost Reasonableness	
Provide a complete list of all fees (service fees, background check fees, drug testing fees, and other applicable fee)	
Criteria 4: Historically Underutilized Business (HUB)	
Is your organization a certified Historically Underutilized Business? If yes, attach a copy of current, valid HUB certification to proposal.	

Budget Summary

Provide a detailed budget including a list of costs for services to be performed, and fully explain the nature of these charges (i.e. how costs are broken down – per hour rate, associated fees, etc.)

ATTACHMENT E – NONDISCRIMINATION AND EQUAL OPPORTUNITY

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 grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity 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 grant applicant also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity. 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.

Company Name

Name & Title of Authorized Representative

Date

Signature of Authorized Representative

ATTACHMENT F – CONFLICT OF INTEREST CERTIFICATION

This certification is required by the Texas Administrative Code:

Title 40 Social Services and Assistance
Part 20 Texas Workforce Commission
Chapter 801 Local Workforce Development Boards
Subchapter C The Integrity of the Texas Workforce System

The undersigned Respondent states that:

By checking (✓) “**Agree**” below Respondent states they agree with the item as described.

By checking (✓) “**Disagree**” below Respondent states they disagree with the item as described. Any disagreements must have a written explanation attached stating the exact reasons for the disagreement.

By checking (✓) “**N/A**” below Respondent states the item as described is not applicable to them.

Agree	Disagree	N/A	#	Description
			1.	Respondent certifies that they comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following: 29 CFR §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; professional licensing requirements, when applicable; and applicable OMB circular requirements and the Office of the Governor’s Uniform Grant Management Standards.
			2.	Respondent certifies that they avoid any conflict of interest or any appearance of a conflict of interest and that none exist. “Conflict of interest” is defined as a circumstance in which a Board employee, workforce service contractor, or workforce service contractor’s employee is in a decision-making position and has a direct or indirect interest, particularly a substantial financial interest that influences the individual’s ability to perform job duties and fulfill responsibilities. “Appearance of conflict of interest” is defined as a circumstance in which the action of a Board member, Board employee, workforce service contractor, or workforce service contract employee in a decision-making position appears to be influenced by considerations of one or more of the following: gain to the person, entity, or organization for which the person has an employment interest, substantial financial interest, or other interest, whether director or indirect (other than those consistent with the terms of the contract); or motivated by design to gain improper influence over the Board.

Agree	Disagree	N/A	#	Description
			3.	Respondent certifies that they will refrain from using nonpublic information gained through a relationship with the Board, Board staff, TWC, or TWC staff, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.
			4.	Respondent certifies that they have promptly disclosed in writing any substantial financial interest that the Respondent, or any of Respondent's employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a decision-making position. "Substantial financial interest" is defined as an interest in a business entity in which a person owns 10% or more of the stock, shares, fair market value, or other interest in the business entity; owns more than \$5,000 of the fair market value of the business entity; owns real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more used for the business entity; receives funds from the business entity that exceed 10% of the person's gross income for the previous year; is a compensated member of the board of directors or other governing board of the business entity; serves as an elected officer of the business entity; or is related to a person in the first degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, who has a substantial financial interest in the business entity. First degree of consanguinity or affinity means the person's parent, child, adopted child, or spouse.
			5.	Respondent certifies they have disclosed in writing any and all gifts greater than \$50 in value given to a Board member or Board employee by Respondent or Respondent employees and that written notice was given within 10 day of giving the gift.
			6.	Respondent certifies that they have disclosed any conflict of interest and any appearance of a conflict of interest.

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 a contract with Workforce Solutions Deep East Texas.

The undersigned authorized representative of the entity herein certifies that the above statements are true and correct.

Company Name

Name & Title of Authorized Representative

Date

Signature of Authorized Representative

ATTACHMENT G – CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; AND EMPLOYMENT OF UNDOCUMENTED WORKERS

Lobbying: This certification required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act 31 U.S.C. § 1352, for the Department of Agriculture (2 C.F.R. Part 418), Department of Labor (29 C.F.R. Part 93), Department of Education (34 C.F.R. Part 82), and the Department of Health and Human Services (45 C.F.R. Part 93).

The undersigned certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

* * * * *

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 CFR Part 417), Department of Labor (2 CFR Part 2998), Department of Education (2 CFR Part 3485), and the Department of Health and Human Services (2 CFR Part 376).

The undersigned certifies that it or its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or

a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

3. 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 this certification above; and
4. Have not had, within a three-year period preceding this proposal, one or more public transactions (federal, state, or local) terminated for cause or default.

* * * * *

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub. L. 100-690, §§ 5151-5160 (41 U.S.C. § 8101 et seq., as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 94), Department of Education (34 C.F.R. Part 86), and the Department of Health and Human Services (2 C.F.R. Part 382).

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

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the organization'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;
3. Providing each employee with a copy of the policy statement;
4. Notifying the employees in the policy statement that, as a condition of employment under this award, employees shall abide by the terms of the policy statement and shall notify the organization in writing within five (5) calendar days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
5. Notifying Workforce Solutions Deep East Texas, in writing, within 10 calendar days of receipt of a notice of a conviction of an employee; and
6. Within 30 calendar days of learning of an employee's conviction, take appropriate personnel action against the employee, up to and including termination, consistent with the Rehabilitation Act of 1973 (29 USC §794, as amended), or require such employee to participate in a drug abuse assistance

or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

* * * * *

Unlawful Employment of Undocumented Workers

Pursuant to Texas Government Code § 2264.051, the undersigned certifies that its business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker as defined in Texas Government Code §2264.001(4) and will establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code §2264.051.

The undersigned will enter into a written agreement with its subrecipient subcontractors, working on or having an interest in the programs provided by this grant award, regarding the unlawful employment of undocumented workers and advising the subrecipient subcontractors of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

* * * * *

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.

Company Name

Name & Title of Authorized Representative

Date

Signature of Authorized Representative

ATTACHMENT H – TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Texas Tax Code, Chapter 171, Subchapter F, for-profit corporations that are delinquent in making state franchise tax payments shall forfeit their corporate privileges and the right to transact business in this state. The undersigned certifies that if its business entity is a for-profit corporation it is not delinquent in its franchise tax payments to the State of Texas. 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.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

☐

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

☐

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

Company Name

Name & Title of Authorized Representative

Date

Signature of Authorized Representative

ATTACHMENT I – STATE ASSESSMENT CERTIFICATION

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

- ☐ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

- ☐ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Company Name

Name & Title of Authorized Representative

Date

Signature of Authorized Representative