



**WORKFORCE SOLUTIONS**  
DEEP EAST TEXAS

**REQUEST FOR PROPOSALS #26-437**

**OFFICE SPACE  
FOR  
WORKFORCE SOLUTIONS DEEP EAST TEXAS  
IN  
SHELBY COUNTY, 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](mailto:procurement@detwork.org)

**Release Date:** February 17, 2026

**Deadline for Submission of Questions:** March 6, 2026, 4:00 p.m. (CST)

**Deadline for Submission of Proposal:** March 27, 2026, 4:00 p.m. (CST)

**Projected Notice of Award Date:** April 15, 2026

*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 – INTRODUCTION

### 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. These programs serve employers and job seekers in an effort to match job seeker skills with employer’s hiring needs. WSDET is part of the Texas Workforce Solutions Network – comprised of the Texas Workforce Commission (TWC) and twenty-eight (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).

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.

## SECTION 2 – GENERAL INFORMATION

### PURPOSE

WSDET is soliciting proposals for office space to house its **Workforce Solutions Deep East Texas Workforce Center (WFC) to be located in Center, (Shelby County), Texas**. The purpose of this Request for Proposals (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 WSDET. 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.

## LEGISLATIVE AUTHORITY

All contracts funded from this RFP are subject to compliance with applicable federal, state, and local laws, rules, regulations, and policies including, but not limited to the following:

- 2 CFR § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- 2 CFR § 200.322 Buy American Act regarding the purchase, acquisition, or use of goods, products, or materials produced in the United States
- TWC Rules, Guides, Workforce Development (WD) Letters, Technical Assistance (TA) Bulletins, and other TWC policy directives, and their subsequent amendments
- Approved Local Workforce Development Board Plan, including modifications and amendments
- Policies of WSDet
- All other applicable laws and regulations

For more information, visit the TWC website at:

<https://twc.texas.gov/agency/laws-rules-policy>

Respondents are expected and presumed to be knowledgeable of all applicable federal, state and local laws, rules, regulations, and policies.

## 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:	February 17, 2026
Deadline for Questions Submission:	March 6, 2026, 4:00 p.m.
Questions & Answers Posted:	March 11, 2026, 4:00 p.m.
Deadline for Proposal Submission:	March 27, 2026, 4:00 p.m.
Proposal Evaluation Process:	March 30 – April 7, 2026
Board Meeting for Selection:	April 14, 2026
Projected Notice of Award:	April 15, 2026
Contract Start Date:	September 1, 2026

The current lease expires August 31, 2026. Proposed transition date, if needed, is August 1, 2026.

#### RFP ISSUANCE

This RFP is issued on February 17, 2026, 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](mailto:procurement@detwork.org)

#### PROPOSAL DEADLINE

The deadline for submission of proposals is 4:00 p.m., Friday, March 27, 2026.

**Proposals will ONLY be accepted via email and must be submitted to [procurement@detwork.org](mailto: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 March 6, 2026. 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 by 4:00 p.m. on March 11, 2026. 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](mailto: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 subrecipient 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. WSDet prefers to enter into a full-service lease but will consider a net lease or modified net lease.

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 term of the contract shall be five (5) years, commencing **September 1, 2026**, and ending **August 31, 2031**. Following the initial term, WSDet may, at its sole discretion, renew the contract in one (1)-year increments, not to exceed a total contract term of 10 years, inclusive of the initial five (5)-year term. Any renewal is subject to the awarded Respondent's compliance with all contractual obligations and such other factors as determined by WSDet. WSDet reserves the right to terminate the contract at any time in accordance with the terms and conditions of the contract.

#### ELIGIBLE RESPONDENTS

##### ELIGIBLE RESPONDENTS

Property owners, landlords, commercial real estate firms, leasing agents, and other entities with the legal authority to lease commercial office space are invited to respond to this RFP. Eligible respondents may include private or public entities, for-profit or non-profit organizations, community-based organizations, and faith-based organizations that can demonstrate ownership or authorized control of the proposed property.

Respondents registered and certified through the Veteran Heroes United in Business (VetHUB) program are strongly encouraged to submit proposals. Respondents wishing to receive consideration for VetHUB status during the evaluation process must include current certification documentation with their submission.

##### SUBCONTRACTING

Subcontracting is allowed but not encouraged. Any subcontracting must be clearly identified in the proposal narrative and approval must be provided by WSDet prior to contract execution and must follow TWC's Financial Manual for Grants and Contracts (FMGC) Chapter 14. If the Respondent currently subcontracts certain functions or activities and intends to do so as part of this proposal, the Respondent's subcontractor must be identified and a certification included from the Respondent's subcontractor attesting to their agreement to the terms of the proposal and any resulting contract. Any such subcontractors shall be required to disclose certain operational and fiscal information should the contract be awarded to a Respondent that engages in subcontracting.

## INELIGIBLE ENTITIES

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal procurement or non-procurement programs are not eligible to respond to this solicitation.

Additionally, any respondent with an outstanding Unemployment Insurance overpayment owed to the State of Texas, or any for-profit corporation that is delinquent in franchise tax payments to the State of Texas, is ineligible to respond to this solicitation.

## 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 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> 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 reduce the amount of any award 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 an award. 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 withheld, 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. 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.
19. 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 – CURRENT CONDITIONS

WSDet currently leases approximately 4,178 square feet of office space located at 145 Catco Drive, Center, Texas 75935, and has determined that a facility of no less than 4,000 square feet is necessary to support ongoing workforce center operations. The workforce center houses seven (7) staff on a daily basis and serves an average of approximately 150 customers in person per month. WSDet is seeking an existing, newly constructed, or remodeled property within the city limits of Center, Texas, that is easily accessible to the public and meets the specifications outlined in Section 5 to ensure the efficient and continuous delivery of workforce services.

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

## SECTION 4 – PROPOSAL REVIEW & SELECTION PROCESS

### EVALUATION OF PROPOSALS

#### MINIMUM CRITERIA STANDARDS FOR REVIEW

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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.

At their discretion, WSDet may request that the respondents make an oral presentation. If requested, the respondents will be notified of the date, time, and place in adequate time to allow development of a presentation.

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 regular board meeting scheduled April 14, 2026.

## EVALUATION CRITERIA

Proposals will be evaluated based on Respondent's responses to questions asked and information requested in this RFP. The evaluation criteria and point values follow. See specific items to be documented in Section 6 of this RFP.

<b>Criteria</b>	<b>Maximum Points</b>
Criteria 1: Responsiveness to Board Needs	60
Criteria 2: Cost Reasonableness / Project Completion	60
Criteria 3: Past Performance and Quality	40
Criteria 4: Additional Considerations	20
Veteran Heroes United in Business (VetHUB)	20
<b>TOTAL Possible Points</b>	<b>200</b>

### CRITERIA 1: RESPONSIVENESS TO BOARD NEEDS

0 – 60 POINTS

#### *Location*

Office space shall be located within the city limits of Center, 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 authorities.

Facility shall 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*

- A minimum of 4,000 square feet in a location that is appropriately zoned for office usage and meets the specifications described in Section 5. Attachment D provides minimum requirements to assist in proposal development. WSDet 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 shall 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 shall 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.

- Respondent shall provide a current certificate of occupancy issued by the City of Center. Respondent shall identify if the proposed site is in a flood plain that requires the purchase of flood insurance.

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**CRITERIA 2: COST REASONABLENESS/PROJECT COMPLETION 0 – 60 POINTS**

WSDet shall 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. Respondent may provide more than one (1) option of lease structure but will be required to detail explanations of the costs included in each structure. WSDet is also willing to negotiate with Respondent on responsibility for costs such as utilities, janitorial, maintenance and pest control that may be procured separately by WSDet.

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**CRITERIA 3: PAST PERFORMANCE AND QUALITY 0 – 40 POINTS**

Respondent shall:

- Provide information about recent, similar projects, including contact information;
- Identify all known key subcontractors; and
- Submit letter of references of other properties leased or owned.

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**CRITERIA 4: ADDITIONAL CONSIDERATIONS 0 – 20 POINTS**

Respondent is encouraged to include and identify any additional considerations that are favorable to WSDet, such as higher than minimum requirement amenities, early project completion, waiver of certain standard fees/costs or payment of certain costs by Respondent, inclusion of any utilities, or ability to upgrade technology accessibility.

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**CRITERIA 5: VETERAN HEROES UNITED IN BUSINESS (VETHUB) 0 – 20 POINTS**

WSDet is committed to working with businesses registered in the VetHUB program and will provide additional consideration to Respondents who provide proof of current certification.

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**DEBRIEFINGS AND APPEALS**

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

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**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 5 – SCOPE OF WORK

Respondent may submit for more than one (1) project location; however, each proposal must conform and be responsive to the specifications that follow.

#### 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 WSDet Board administrative staff. The owner/landlord must provide plans of any construction to meet the requirements of this RFP if awarded prior to construction.

WSDet 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. WSDet 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, WSDet may request a tour of the facility at a time that is mutually agreeable to the Respondent.

Office space should include the following:

<b>Quantity</b>	<b>Space Type</b>	<b>Square Footage</b>
1	Reception/Resource Area <ul style="list-style-type: none"> <li>• 10 electrical outlets</li> <li>• 10 computer drops</li> <li>• 1 fax line</li> </ul>	800 sq ft minimum
1	Classroom <ul style="list-style-type: none"> <li>• 4 electrical outlets</li> <li>• 2 computer drops</li> </ul>	320 sq ft minimum
1	Testing Room <ul style="list-style-type: none"> <li>• 3 electrical outlets</li> <li>• 3 computer drops</li> </ul>	12 x 24 minimum
1	Employer Room <ul style="list-style-type: none"> <li>• 2 electrical outlets</li> <li>• 1 computer drop</li> </ul>	8 x 10 minimum
4	Walled Offices <ul style="list-style-type: none"> <li>• 2 electrical outlets per office</li> <li>• 1 computer drop per office</li> </ul>	8 x 10 minimum
1	Cubicle Office Area (for four 6 x 6 cubicles) <ul style="list-style-type: none"> <li>• 4 electrical outlets</li> <li>• 4 computer drops</li> </ul>	15 x 15 minimum
1	Walled, Locked File Room	100 sq ft minimum

1	IT/Mechanical Cooled Room <ul style="list-style-type: none"> <li>Regulated room temperature of 70°F <ul style="list-style-type: none"> <li>must not exceed 74°F</li> </ul> </li> <li>4 electrical outlets</li> <li>All networks pull to this room</li> </ul>	80 sq ft minimum
1	Work Area (for mail, printer, and shredder) <ul style="list-style-type: none"> <li>3 electrical outlets</li> <li>3 computer drops</li> </ul>	80 sq ft minimum
1	Staff Break Room <ul style="list-style-type: none"> <li>3 electrical outlets</li> </ul>	15 x 12 minimum
1	Female Restroom (Customer)	
1	Male Restroom (Customer)	
1	Unisex Restroom (Staff)	
1	Janitorial Closet	50 sq ft minimum
25+ computers	Sufficient Amperage for Computers/Phones	
20+ parking spots	Parking Lot Accommodations <ul style="list-style-type: none"> <li>Must Meet ADA Requirements</li> </ul>	

If proposal is for renovation of an existing facility, Respondent shall 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 WSDet. Any hazardous materials abatement will be the responsibility of the Respondent 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 Respondent 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. Respondent shall provide a current Certificate of Occupancy and/or evidence, and the results, of a code compliance inspection by the City of Center or an independent, licensed third party.

## BUDGET

WSDet is prohibited from using funds to purchase property and is unable to provide financial assistance for the project. WSDet is only interested in working with Respondents who are willing to include the cost of remodeling, renovations and/or construction as part of a lease over a period of five (5) years. The awarded contract shall contain a non-appropriation clause, which allows renegotiation of cost or early lease termination, in the event that WSDet receives reductions in government appropriations that inhibit WSDet's continued ability to pay the rent.

## ADDITIONAL REQUIREMENTS

### *Time of Completion*

Respondent shall ensure that work is fully completed within the time identified in their proposal. 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 Respondent 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 WSDet Executive Director/or designee ONLY for the following reasons:

- Change orders to the contract
- Inability to acquire materials or labor
- Unworkable weather conditions
- Causes beyond the Contractor's control

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

### *Temporary Utilities for Construction Purposes*

Respondent shall 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 the awarding contract.

Respondent 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.

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

### *Board's Occupancy*

Respondent shall allow WSDet to occupy the facility, and place and install equipment, furnishings, etc., during the construction of the project, as long as it does not interfere with the progress of the work and agrees that such acts shall not in any way signify completion of the work or any portion of it, or constitute acceptance, by WSDet, of any part of the project.

### *Preparations for Final Acceptance*

Respondent shall ensure that all surplus materials have been removed and shall put the entire premises in a neat, orderly condition prior to filing notice that the project is ready for final inspection and acceptance by WSDet. This is intended to mean that the initial general housecleaning shall be done under this contract at no additional cost to WSDet.

Respondent shall furnish copies of the following items:

- Certification that all bills are paid
- Maintenance manuals
- As-built plans and specifications

#### *Final Corrections*

After construction is completed, but before the Substantial Completion has been granted, Respondent and its principal subcontractors shall be required to tour the completed project with the WSDet Executive Director and/or designee.

Any item found not to comply with the contract, shall 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 Respondent shall 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.

Sixty (60) days after the Substantial Completion has been granted by the Executive Director and/or designee, the Respondent and Executive Director and/or designee, shall make a final building observation to check all constructions. Respondent, at no additional expense to WSDet, shall 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*

Respondent agrees to defend, indemnify, and hold harmless WSDet, its officers, directors, employees, agents, and Board members from and against any and all claims, damages, liabilities, losses, costs, and expenses, including court costs and reasonable attorney's fees, arising out of or related to property damage, personal injury, or death, caused by the negligence, misconduct, or omissions of the Respondent, its employees, agents, subcontractors, or anyone acting on its behalf, in the performance of the awarded contract. This indemnity obligation applies to

the fullest extent permitted by Texas law and shall not be construed to waive any immunity or defense available to WSDet under the laws of the State of Texas

#### *Alien Employment Controls*

Respondent agrees not to knowingly obtain labor or services of an unauthorized alien. Verification of eligibility for employment is the responsibility of Respondent.

#### *Safety Requirements*

Respondent and any contractors and/or subcontractors Respondent hires are contractually bound to comply with Occupational Safety and Health Administration (OSHA) regulations. Respondent shall meet or exceed local energy lockout procedures. All employees associated with the project must wear appropriate personal protective equipment while performing their duties. Employees shall 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.

#### *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*

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

Respondent shall 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*

Respondent shall provide a certification to WSDet at completion of the project that all bills related to the project have been paid in full. The certification shall state that the Respondent understands and agrees that if any subcontractors and/or material suppliers contest the payment for work and/or materials that they have supplied for the project, that the Respondent shall take responsibility for these disputes and remedy the conflicts without involving WSDet in any form, and at no additional expense to WSDet. The foregoing shall not be held to limit Respondent'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*

Respondent understands that WSDet's ability to pay rent is dependent on continued governmental appropriations. The lease agreement shall include a non-appropriation clause that allows WSDet to terminate the lease early in the event of discontinuance or reductions of governmental appropriations that result in WSDet's inability to pay the rent.

## SECTION 6 – PROPOSAL PREPARATION & SUBMISSION

### INSTRUCTIONS FOR SUBMITTING A PROPOSAL

#### FORMAT

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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

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One electronic copy 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 shall acknowledge receipt of proposals via email to the Respondent's identified contact person. Proposals shall 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

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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.

Proposals that are incomplete, fail to meet the RFP guidelines or specifications, or are submitted without all required signatures may be deemed non-responsive and disqualified from award consideration.

#### PROPOSAL NARRATIVE INSTRUCTIONS

Using these instructions, write a proposal narrative fully addressing each of the criteria questions listed in Attachment C.

- Narrative responses shall be clear and concise and presented in the exact order as provided.
- Restate the question and type your response following the question.
- Do not renumber the questions. Use the same number that appears in this RFP for each question. The evaluation sheets align with numbering in this RFP. Evaluators will not be able to find your responses if you change the numbering system.
- Respond with “N/A” for any item that does not apply.
- Do not respond to questions by cross-referencing another response.

#### PROPOSAL NARRATIVE CRITERIA QUESTIONS

See Attachment C for proposal narrative criteria questions.

ATTACHMENT A – PROPOSAL COVER SHEET

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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)
VetHUB	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES: Certification No.: _____ Certifying Agency: _____ <b>Attach a copy of current certification.</b>
Authorized Representative - Contact Information	Name: Phone: E-mail:
Name and Title of Authorized Signatory	
Signature	
Date	

ATTACHMENT B – PROPOSAL CHECKLIST AND ORDER OF SUBMISSION

The proposal shall be submitted with all required elements and assembled in the following order:

		Page #
<b>Proposal Submission</b>		
Attachment A – Proposal Cover Sheet	<input type="checkbox"/>	
Attachment B – Proposal Checklist and Order of Submission	<input type="checkbox"/>	
Attachment C – Proposal Narrative	<input type="checkbox"/>	
Attachment D – Site/Floor Plan Specifications	<input type="checkbox"/>	
Attachment E – Nondiscrimination and Equal Opportunity Assurances	<input type="checkbox"/>	
Attachment F – Certification Regarding Conflict of Interest	<input type="checkbox"/>	
Attachment G – Certification Regarding Lobbying, Debarment, etc.	<input type="checkbox"/>	
Attachment H – Certification Regarding Texas Corporate Franchise Tax	<input type="checkbox"/>	
Attachment I – State Assessment Certification	<input type="checkbox"/>	
<b>Additional Attachments:</b>		
Current VetHUB Certification (if applicable)	<input type="checkbox"/>	
Other – give description here:	<input type="checkbox"/>	
1)		
2)		
3)		

## ATTACHMENT C – CRITERIA RESPONSES

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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 1: RESPONSIVENESS TO BOARD NEEDS

0 – 60 POINTS

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#### *Location*

1. What is physical address of Facility?
2. Is Facility within city limits of Center, Texas?
3. Is Facility at a site that is properly zoned to allow required workforce center usage?
4. What year was Facility built?
5. Does Facility comply with all applicable local, state, and national codes, ordinances and regulations?
6. What are the primary street(s) that provide direct access to facility and the number of public entrances to facility?
7. Is Facility accessible by local transportation system?
8. What is the proximity of parking to Facility?

#### *Specifications and Requirements*

9. What is available and/or proposed useable square footage specific to the workforce center and not shared with other tenants?
10. Describe property design.
11. Describe design of private offices and/or cubicles.
12. Describe any green/energy efficient building practices, materials, and systems.
13. Describe the heating and air conditioning systems. Do the systems allow for independent operation by tenant at all times and days?
14. Is the property part of a multi-unit property? If so, describe the operation and metering of utilities, and indicate if they are separate.
15. Does Respondent have a current Certificate of Occupancy? If so, include it with proposal.
16. Identify if proposed site is in flood plain.
17. Interior furnishings will be provided by the Board; however, Respondent shall agree to work with WSDet’s designated contractor on layout, installation, and hook-up of cubicles and/or modular furniture, as applicable.

18. Does Respondent agree to comply with the Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA)?
19. Does Respondent agree to make any and all necessary required modifications to Facility and site of Facility to ensure compliance? (This shall include, but not limited to, accessible parking and routes to Facility entrance(s), access to common-use areas, and fully accessible restrooms. ADA requirements may be downloaded here: <http://www.access-board.gov/ada/>)

*Exterior of Facility*

20. Does Respondent agree to maintain the shrubs, grass, landscaping, and automatic irrigation system, as applicable?
21. Does site must have a designated dumpster location?
22. Does a privacy fence surround electrical transformers and air conditioning unit(s)?
23. Does Facility site offer 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).
24. Indicate number of available parking spots, including handicapped accessible parking spaces that comply with ADA, and whether the parking spaces would be for the exclusive use of WSDet or are common spaces to be shared with other tenants or the public.
25. What material is parking area made of? 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.
26. Does parking area have proper drainage to prevent accumulation of water?
27. Does Respondent agree to maintain parking area at all times in a safe, clean and neat condition?
28. Does Facility have energy-efficient exterior lighting as necessary for security at exits and parking areas?
29. Does Facility have adequate accessible entrances as required by TAS 4.13 and 4.14.1 and 4.13.11?
30. WSDet prefers, but does not require, separate entrances for the general public and WSDet staff. Does Facility provide separate entrances for general public and staff?
31. Does Respondent agree to allow placement of an exterior WSDet sign that is visible to the general public?
32. Do exterior doors and all entrances/exits shared with other tenants offer secured and controlled access? Do the exterior doors and all entrances/exits allow WSDet to control access at all times and days?

*Interior of Facility*

33. Are all interior finishes provided (carpet, resilient flooring, ceramic tile, vinyl wall coverings, paint, and ceiling systems) of commercial quality? Have all interior finishes been recently updated? If so, when?
34. Are walls in new or like-new condition, clean and free of cracks and other flaws?
35. Interior walls shall be constructed such that a normal conversation cannot be overheard in adjoining offices or areas. All walls shall be insulated to provide maximum privacy. Are all walls properly insulated?
36. 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. Does Facility currently have appropriated exit lights and directional arrows?
37. Storage room for computer server and related equipment shall have separate temperature control. Does Facility currently have a room with separate temperature control? If not, does Respondent agree to take the necessary steps for a designated room to have separate temperature control?
38. Does Facility comply with all applicable Fire and Safety Code requirements?
39. Wiring of offices/cubicles/computer labs to accommodate computer stations and telephones shall be sufficient and visually appealing. Wiring shall allow for both hardwire and wireless access. Respondent's selected cable contractor shall agree to work with WSDet staff to determine locations for cable drops. If offices/cubicles/computer labs do not currently have sufficient wiring, does Respondent agree to ensure sufficient wiring is in place by contract start date?
40. Internal doors shall allow for secured and controlled access that prevents access by other tenants and allows WSDet to control access as desired. Do internal doors allow for secured and controlled access?

**CRITERIA 2: COST REASONABLENESS/PROJECT COMPLETION 0 – 60 POINTS**

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1. Submit cost that includes base lease/rent amount per square foot on a monthly and annual basis. Identify all included costs such as: landscaping; repair and maintenance of plumbing, electrical, HVAC, roof, foundation, flooring, and other structures; property taxes; and general liability insurance. (Respondent may submit more than one (1) lease structure but must clearly identify costs that are included in each lease.)
2. 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). If these items are included in the base lease, Respondent shall identify estimated annual cost for each item. WSDet is willing to consider responsibility for procurement and payment of any or all of these items.

3. Does Respondent agree to a five (5) year lease, with the option to renew an additional five (5) years?
4. Does Respondent agree to a non-appropriation clause that allows for early termination, without penalty, should WSDet suffer a documented loss of its public funding?
5. What is Respondent's tentative timeline for completion of necessary construction/renovation, if applicable?
6. Identify lease terms, including restrictions the landlord shall require for the tenant. (Respondent may submit draft copy of proposed lease in place of listing terms in the right column.)

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CRITERIA 3: PAST PERFORMANCE AND QUALITY

0 – 40 POINTS

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1. Identify similar projects within last two (2) years including contact information and authorization for WSDet to contact key individuals involved with project as well as individuals currently occupying the space.
2. Identify all known key subcontractors.
3. Identify number of complaints filed through the Better Business Bureau and description of each.
4. Identify lawsuits filed against you by current or previous tenants in the past five (5) years.
5. Identify qualifications and experience of key management and professional personnel involved in the project.

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CRITERIA 4: ADDITIONAL CONSIDERATIONS

0 – 20 POINTS

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1. Identify any considerations provided by Respondent, beyond the minimum requirements, that may be advantageous to WSDet. Please be specific and include a dollar value or estimate.

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CRITERIA 5: VETERAN HEROES UNITED IN BUSINESS (VETHUB) 0 – 20 POINTS

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1. Is Respondent registered in the VetHUB program? If yes, provide copy of current, valid VetHUB certification.

### 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 Quantity	Minimum Quantity Required	Respondent's Current Specifications	Proposed Remedies for any Specs Not Met	Additional Comments
<b>Reception/Resource Area</b> (800 sq ft minimum) 10 electrical outlets, 10 computer drops, & 1 fax line	1	1			
<b>Classroom</b> (320 sq ft minimum) 4 electrical outlets & 2 computer drops	1	1			
<b>Testing Room</b> (12 x 24 minimum) 3 electrical outlets & 3 computer drops	1	1			
<b>Employer Room</b> (8x10 minimum) 2 electrical outlets & 1 computer drop	1	1			
<b>Walled Offices</b> (8 x 10 minimum) 2 electrical outlets & 1 computer drop per office	6	4			

<b>Cubicle Office Area</b> (15 x 15 minimum) 4 electrical outlets & 4 computer drops	1	1			
<b>Walled, Locked File Room</b> (100 sq ft minimum)	1	1			
<b>IT/Mechanical Cooled Room</b> (80 sq ft minimum) Regulated room temperature of 70°F (not to exceed 74°F) 4 electrical outlets all networks pull to this room	1	1			
<b>Staff Break Room</b> (15x12 minimum) 3 electrical outlets	1	1			
<b>Female Restroom (Customer)</b> ADA Accessible / Hot & Cold Water	1	1			
<b>Male Restroom (Customer)</b> ADA Accessible / Hot & Cold Water	1	1			
<b>Unisex Restrooms (Staff)</b> ADA Accessible / Hot & Cold Water	1+	1			
<b>Janitorial Closet</b> (50 sq ft minimum)	1	1			
<b>Sufficient Amperage for Computers &amp; Phones</b>	25+ computers	20-25 computers			
<b>Parking Lot Accommodations</b> Must Meet ADA Requirement	20+ parking spots	15 parking spots			

ATTACHMENT E – NONDISCRIMINATION AND EQUAL OPPORTUNITY

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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

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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

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**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 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

**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.**

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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

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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