



A proud partner of the  network

REQUEST FOR QUALIFICATIONS
RFQ: FY26-03-EVAL
for
Independent Proposal Evaluator Services

Schedule

RFQ Release	April 10, 2026
RFQ Responses Due	May 8, 2026 before 5 p.m.
Notice of Award	May 21, 2026
Contract Begin Date	June 01, 2026

1905 Leary Lane
Victoria, Texas 77901
361.576.5872

AN EQUAL OPPORTUNITY EMPLOYER / PROGRAM
Auxiliary aids and services are available upon request to individuals with disabilities
Relay Texas: 1-800-735-2989 (TTY); 1-800-735-2988 (Voice); 1-800-622-4954 (Español)

PART ONE – GENERAL INFORMATION..... 3

1.1 Introduction..... 3

1.2 Activities and Services Solicited..... 3

1.3 Eligible Proposers 4

1.4 Length of Contract..... 4

1.5 Description of the Procurement Process..... 4

1.6 Criteria for Evaluation of Proposals..... 7

1.7 Proposal Conditions..... 7

PART TWO - INSTRUCTIONS FOR SUBMITTING A PROPOSAL..... 10

2.1 General Instructions 10

2.2 Required Format..... 10

ATTACHMENT A..... 11

ATTACHMENT B 12

ATTACHMENT C 13

ATTACHMENT D.....14

ATTACHMENT E 15

ATTACHMENT F 16

ATTACHMENT G..... 17

ATTACHMENT H..... 21

ATTACHMENT I 22

PART ONE – GENERAL INFORMATION

1.1 INTRODUCTION

Golden Crescent Workforce Development Board (herein after referred to as “Board”), d.b.a. Workforce Solutions Golden Crescent, a 501(c)3 not-for-profit, tax-exempt organization, in compliance with Texas laws SB 642 and HB 1863, is the local policy making body for the Golden Crescent Workforce Development Area (WDA). The Board is comprised of 27 members appointed by the Texas Workforce Commission. This regional, policy-making board has a private sector majority represented by business and civic leaders, including representation from labor, education, and economic development concerns. The Board provides policy and program guidance and exercises independent oversight and evaluation of workforce development programs and services that affect area employers, residents, and job seekers in Victoria, Calhoun, Dewitt, Goliad, Gonzales, Jackson, and Lavaca counties.

This document is intended to convey all the information necessary to enable a prospective proposer to submit a response to this Request for Qualifications (RFQ). Criteria in this RFQ are based on anticipated outcomes that guide planned actions within a defined scope of work. The resulting contracts will be aligned to the criteria in this solicitation and will be issued in accordance with Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176 and rules of the General Services Commission.

1.2 ACTIVITIES AND SERVICES SOLICITED

The purpose of this Request for Qualifications (RFQ) is to solicit responses from experienced offerors for **Independent Proposal Evaluator Services** to read, evaluate, and score proposals received for **Management and Operations of the Workforce Solutions Golden Crescent Centers System** (RFP GCWDB 2026-WSP-03). The Board expects to select at least three but no more than five independent proposal evaluators as a result of this RFQ. Offerors must indicate within their proposal submission if they are responding to be an evaluator or lead evaluator. The Lead Evaluator must be available to present the evaluation teams’ award recommendation to WSGC Executive Director, Board Staff and/or other officials at a [virtual or phone] briefing to be scheduled. **The anticipated evaluation period is June 24, 2026, to July 15, 2026, but is subject to change.** Selected respondents will be advised of any schedule changes or updates. Potential Offerors must be aware that apparent or potential conflict of interest must be disclosed prior to contracting for services.

Lead Evaluator duties (if designated): Facilitate evaluation team discussion(s) and consensus meeting. Ensure scoring consistency and adherence to evaluation procedures. Present evaluation outcomes (summary) and recommendations to the Executive Director and Committee (if requested).

Payment Schedule:

WSGC will pay the contracted evaluators based on the following payment schedule:

ROLE	PAYMENT PER PROPOSAL EVALUATED
Proposal Evaluator	\$750.00
Lead Proposal Evaluator	\$900.00

1.3 ELIGIBLE PROPOSERS

The Board will initially review all proposals for completeness and compliance with the terms and conditions of the RFQ. Proposals clearly inconsistent with the RFQ requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the criteria outlined herein. Qualified vendors include:

- Any individual, company, firm, corporation, organization, or association that is, or can be, licensed to conduct business in the state of Texas;
- Any consortium of such companies, firm, corporations, organizations, or associations;
- The Board strongly encourages veteran or minority-owned and women-owned individuals or businesses, as well as small businesses, to respond to this RFQ.

1.4 LENGTH OF CONTRACT

The Board, along with the contractors selected as a result of this RFQ, will be the parties to the contract for services. This contract will contain specific deliverables and a value based on the flat fee designated in this RFQ and the total number of proposal(s) received and evaluated. Delivery and acceptance of the contract must be accomplished prior to beginning the scope of work and disbursement of funds to the contractor.

The Board will develop the contract document to include, at minimum, the conditions stipulated in this RFQ. The selected respondents shall have the opportunity to accept the terms and conditions as offered by executing the contracts or may offer counter terms and conditions for consideration by the Board.

The proposed contract will be for the period from date of execution until September 30, 2026.

1.5 DESCRIPTION OF THE PROCUREMENT PROCESS

Proposals should be put forward in a clear and easy to read format that contains only the facts and data necessary to present a complete and effective proposal.

The Board emails announcements to vendors registered to receive bidding opportunities for this type of service as of the release date and posts announcements of the RFQ in the local and/or out of area newspapers, as deemed necessary. The RFQ is available in its entirety on the Board’s website (www.gcworkforce.org). The notices inform the public of the services to be purchased, proposal guidelines, and the person to contact for more detailed information. The RFQ packet is a request for proposals and contains information about the contracting process, service specifications, evaluation criteria, and the format in which the proposal must be completed and returned in order to be considered for award.

Schedule

RFQ Release	April 10, 2026
RFQ Proposals Due	May 8, 2026 (No later than 5pm Central/CST)
Notice of Award	May 21, 2026
Contract Begin Date	June 1, 2026

Designated Contact

The individual listed below may be contacted for clarification of the proposal submission process. All questions must be submitted in writing and emailed to:

Kristy Pfister, Procurement Specialist
Workforce Solutions Golden Crescent
1905 Leary Lane
Victoria, Texas 77901
Telephone: 361.576.5872, ext. 2013
Fax: 361.573.0225
E-mail: kristypfister@gcworkforce.org

Other Communication

Communication with any Board personnel regarding this RFQ other than the Board's designated contact person(s) listed in the RFQ instructions is prohibited. Solicitation of Workforce Solution Golden Crescent's Board members by subcontractors, service providers, or proposers concerning proposals, bids, or contract awards is prohibited. Any solicitation of Board members may result in rejection of the proposal, bid and contract award, and future disqualification, suspension or debarment of the subcontractor, service provider or proposer from activities and programs funded by the Board.

Submission of Questions

Questions regarding the Request for Proposal must be submitted in writing by April 21, 2026 no later than 5:00 PM CT. The written questions must be emailed to the attention of the Designated Board Contact identified above. Answers to questions will be posted on the Board's website on April 27, 2026.

Proposal Due Date and Delivery Method

All responses must be submitted via electronic mail (e-mail) to the designated contact **by May 8, 2026, no later than 5:00 PM CT.**

Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the selection announcement by writing to the Board Designated Contact listed above.

Amendment of Proposal

A proposal may be amended at any time after submission but prior to the due date by writing to the Board Designated Contact listed above. After the due date, proposals may be amended only at the direction of the Board.

Changes and Amendments

The Board reserves the right to amend or withdraw this RFQ at any time by notifying each potential proposer of record.

Selection, Negotiation, and Contract Execution

The Board reserves the right to have the submission evaluation process conducted by an evaluation team, consisting of staff, to be designated by the Executive Director. The Board evaluates responses received, makes a tentative selection decision, and negotiates with the top-ranking applicants. When negotiations are complete, a contract is executed, and the award is announced to the selected respondents.

Award and Finalization

When selection decisions are made, the Board's designated contact will notify all responsive proposers of the decision by email.

After selection and notification, the Board and the successful proposers will finalize contracts. No contract is effective until signed by the Board's Executive Director.

Grievance and Protest Procedures

Workforce Solutions Golden Crescent is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. No protest shall be accepted by the State Grantor Agency (Texas Workforce Commission) until all administrative remedies at the grantee (Board) level have been exhausted. This includes, but is not limited to, disputes, claims, and protests of award, source evaluation, or other matters of a contractual nature. Any matters concerning violation of law(s) shall be referred to the proper authority, as they may have proper jurisdiction.

The following administrative remedies shall be followed when submitting complaints or protests:

- Workforce Solutions Golden Crescent shall have the opportunity to respond to any inquiry or resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact Mr. Henry Guajardo, Executive Director, Workforce Solutions Golden Crescent at 1905 Leary Lane Victoria, Texas 77901, telephone 361.576.5872, or e-mail: henryguajardo@gcworkforce.org.
- When Workforce Solutions Golden Crescent has agreed upon a selection, all proposers will be notified in writing of the results. Any protest regarding this process must be filed in writing to the Executive Director via certified mail within ten (10) business days of notification of the selection of contract award.
- The communication should contain a thorough explanation of the protest and designate the official representative of the organization for purposes of resolving the dispute. Upon receipt of the written protest, the Executive Director will contact the organization's representative to arrange a meeting to resolve the protest. Following the meeting, the Executive Director will provide a written disposition of the protest via certified mail to the organization representative.
- Protest of the Executive Director's disposition of the initial protest must be filed in writing via certified mail within ten (10) business days of receipt of the Executive Director's resolution to the initial protest. This communication should contain a thorough explanation of the protest of the Executive Director's decision. Upon receipt of the protest, the Executive Director will contact the organization's representative to schedule a meeting with a committee of the Golden Crescent Workforce Development Board. The committee will review the protest and formulate a recommendation, which will be forwarded to Golden Crescent Workforce Development Board Members at its next regularly scheduled Board meeting, at which time the protester will have the opportunity to address the Board prior to the Board taking action at the meeting. The Golden Crescent Workforce Development Board disposition of the protest will be provided to the organization representative in writing via certified mail and will be final.

Contractors must use the grievance system provided by Golden Crescent Workforce Development Board for resolving complaints that arise under any Workforce Solutions Golden Crescent contracted program.

1.6 CRITERIA FOR EVALUATION OF RESPONSES

A proposal must meet the following minimum standards to be reviewed. Proposals not meeting these minimum standards are considered non-responsive and will not be reviewed or scored. The proposal must:

- Have been submitted by the deadline of May 8, 2026, no later than 5:00 PM CST;
- Be complete with all required attachments and contain original signatures;
- Be for specific services requested and described in the RFQ packet;
- Contain no evidence of real or apparent conflict of interest.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. The Board may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

WSGC will base the review and evaluation of proposals upon the following criteria:

Consideration #	Evaluation Criteria	Point Value
1	Relevant Experience/Expertise and References	40
2	Analytical and Evaluation Skills	25
3	Subject Matter Knowledge	25
4	Availability and Reliability	10
5	VetHub (Bonus Points)	5
	Maximum Point Total	105

A minimum of seventy (70) points is required for a proposer to be considered for contract award.

1.7 PROPOSAL CONDITIONS

General Conditions

The following general conditions should be considered by proposers in preparing responses:

- This RFQ is not to be construed as a purchase agreement or contract, or as a commitment of any kind.
- The Board reserves the right to correct any error(s) and/or make changes to this solicitation, as it deems necessary. It will provide notifications of such changes to all proposers recorded in the official record (Specification Distribution Log) as having received or requested an RFQ.
- The Board reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFQ if it is in the best interest of the Board to do so.
- The Board shall not be liable to the selected proposer(s) for any costs incurred for services rendered by proposer before the commencement of a resultant contact or after termination of the contract.
- The Board reserves the right to request additional information, clarification of, or explanation for any aspect of a response to this RFQ.

- All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify a proposal which may be required by the Board shall be the sole responsibility of and borne by the proposer.
- Proposals must conform to all relevant federal, state, and local regulations and policies.
- The Board specifically reserves the right to vary the provisions set forth herein at any time prior to execution of a contract where such variance is deemed to be in the best interest of the Board, and to act otherwise as is deemed necessary at their sole discretion.
- The Board is not under any legal requirement to execute a resulting contract, if any, on the basis of this procurement, and intends that the material provided herein serves only as a means of identifying the various contract alternatives and the general cost of services desired.
- All proposals and their accompanying attachments become the property of the Board upon submission. Materials submitted will not be returned. All proposals are subject to the Texas Public Information Act. Procurement information shall be a public record to the extent provided by the Texas Public Information Act and shall be available to the public as provided therein.
- This is a negotiated procurement utilizing the Request for Qualifications method. As such, an award does not have to be made to the proposer submitting the lowest priced proposal, but rather the proposer, as determined by the RFQ evaluation process, having the most responsive proposal satisfying the Board's requirements.
- The proposed contract will be for the period from the **date of execution until September 30, 2026**.
- The parties to the proposed contract will be the Board and the entity selected as a result of this solicitation, to be executed by an official of the entity duly authorized to legally bind the firm to contractual terms and conditions. The Board shall not be a party to any subcontract or third-party contract that the contractor requires to perform under the proposed contract. The contractor shall be solely responsible for satisfying the deliverables and performance standards.
- The Board reserves the right to make unilateral amendments if circumstances change and/or if it is in the best interest of the Board. In such cases, no additional solicitations of proposals are necessary.
- The Board reserves the right to de-obligate, reduce, or cancel contract funding if the Board does not receive adequate funding from TWC or other funding sources or due to legislative changes. The contract resulting from this RFQ will be made and entered into contingent of funds being available to cover the full term indicated herein. This contract is subject to cancellation, at any time, without prior notice, without penalty, either in whole or in part, if sufficient funds are not appropriated.
- The proposed contract will be governed by and construed in accordance with the laws of the State of Texas within the jurisdiction of Victoria County.
- The selected Contractors shall indemnify and hold harmless Golden Crescent Workforce Development Board members and staff, Workforce Solutions Golden Crescent office locations; Calhoun, Dewitt, Goliad, Gonzales, Jackson, Lavaca, and Victoria Counties, their officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of the Contractor or its officers, employees, or agents, during the term of this contract. Contractor shall assume on behalf of Workforce Solutions Golden Crescent and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such

claims whether or not the Workforce Solutions Golden Crescent is joined therein, even if such claims are groundless, false, or fraudulent. Contractor shall only be liable to the Board for non-insured risks if the conduct of the Contractor resulting in the loss is negligent, intentional, or reckless.

- The successful contractors shall agree in the event of any dispute, claim, question, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactorily to both parties. If they do not reach such solution within a period of 60 calendar days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in accordance with the Texas Alternative Disputes Resolution (ADR) Procedures Act.
- The Board will not consider a proposal from a vendor for which the Board has had to cancel a similar contract at any Board or Workforce Center location statewide during the previous 36-month period for failure to perform in accordance with contract specifications.

PART TWO - INSTRUCTIONS FOR SUBMITTING A PROPOSAL

2.1 GENERAL INSTRUCTIONS

- Emphasis must be placed on addressing all the requirements of this RFQ in a clear and concise manner.
- All applicable attachments must be submitted as part of the proposal.
- Any proprietary information should be clearly marked as confidential.

2.2 REQUIRED FORMAT

- The proposal submitted in response to the RFQ must be submitted to the Designated Contact via email in PDF format and must contain Original Signatures.
- DO NOT submit materials that have not been specifically requested as they will not be reviewed.
- It will be the responsibility of the proposer to obtain verification of receipt of the proposal. No proposal will be accepted after the deadline listed in this RFQ packet.

The Proposal Packet should be in the following order:

1. Attachment A - Title Page
2. Attachment B – Proposer Identification and Additional Requirements
3. Attachment C – Summary of Qualifications
4. Attachment D – References
5. Attachment E – Texas Corporate Franchise Tax Certification
6. Attachment F – VetHUB Certification
7. Attachment G – Certifications
8. Attachment H – Texas Certification of Public Subsidy Restriction
9. Attachment I – Proposer Agreement

ATTACHMENT A

**A Proposal Submitted in Response to
Golden Crescent Workforce Development Board**

**RFQ: FY26-03-EVAL
for
Independent Proposal Evaluator Services**

Submitted By:

(Full Legal Name of Proposer)

On:

(Date of Proposal Submission)

ATTACHMENT B

PROPOSER IDENTIFICATION/COVER LETTER

Please provide all requested information below:

- Name and contact information of the individual and organization submitting the quote.
- Indicate the type of organization that will be legally responsible for conducting the project. (i.e. corporation, sole proprietorship*, partnership, etc.)

**Ownership: Bid must include name of each person with at least 10% ownership of the business entity submitting the bid.*

- Address, phone number, fax number, website if applicable, and email address
- Contact Person (if other than owner)
- Federal Employment Identification Number (FEIN#) or Social Security Number*
- Background of individual(s) or organization (i.e. history, years in operation, etc.)
- Area(s) of specialization
- Resume indicating experience in evaluating proposals or similar work
- Prior experience with the Texas Workforce Solutions System or other state or federally funded organizations or public entities.

ATTACHMENT D

REFERENCES

Offerors must provide a minimum of three (3) references for evaluation projects of similar size and scope that have occurred in the past three (3) years. Failure to provide the following information at the time and date this RFQ

closes could affect proposer's evaluation score under the qualification's evaluation criteria.

REFERENCE 1.

Name of the organization and point of contact to which the service was provided

Organization: _____

Point of Contact/Title _____

Telephone Number _____ Email _____

REFERENCE 2.

Name of the organization and point of contact to which the service was provided

Organization: _____

Point of Contact/Title _____

Telephone Number _____ Email _____

REFERENCE 3.

Name of the organization and point of contact to which the service was provided

Organization: _____

Point of Contact/Title _____

Telephone Number _____ Email _____

ATTACHMENT E

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution to sign the contract for the corporation.

The contractor executing this contract herein certifies that the following indicated statement is true and correct and that the contractor understands that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

_____ Not applicable. Contractor is not a corporation.

Indicate the certification that applies to your corporation:

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

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

STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract 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:

_____ The corporation 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.

_____ The Corporation has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Name of Organization

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT F

VetHUB CERTIFICATION

Veteran Heroes United in Business (VetHUB) - Proposer shall attach a notice of certification here as Attachment F.

ATTACHMENT G

CERTIFICATIONS

Lobbying; Debarment, Suspension and Other Responsibility Matters; Equal Opportunity/Non-Discrimination, Drug Free Workplace; Conflict of Interest; Non-Collusion and Non-Inducement

SECTION 1 - Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- 1.1 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 Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- 1.2 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grant awards, sub grants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

SECTION 2 - 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 (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- 2.1 Are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or Agency.
- 2.2 Have not within a three-year period preceding this grant award 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 (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property;

2.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and

2.4 Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

SECTION 3 – Equal Opportunity/Non-Discrimination:

As a condition to the award of financial assistance from the Golden Crescent Workforce Development Board through the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

SECTION 4 - Drug-Free Workplace:

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

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

- 3.1 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;
- 3.2 Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse

- violations in the workplace;
- 3.3 Providing each employee with a copy of the policy statement;
 - 3.4 Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
 - 3.5 Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and
 - 3.6 Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

SECTION 5 – Conflict of Interest

- 4.1 Proposer affirms that no manager, employee, or paid consultant of the Proposer is a member of the Policy Board, the Chair, or a manager of the Board;
- 4.2 Proposer affirms that no manager or paid consultant of the Proposer is a spouse to a member of the Policy Board, the Chair, or a manager of the Board;
- 4.3 Proposer affirms that no member of the Policy Board, the President or an employee of the Board owns or controls more than a 10 percent in the Proposer;
- 4.4 Proposer affirms that no spouse of a member of the Policy Board, Chair or employee of the Board is a manager, manager, or paid consultant of the Proposer;
- 4.5 Proposer affirms that no member of the Policy Board, Chair, or employee of the Board receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
- 4.6 Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;
- 4.7 Should proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Board and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.

SECTION 6 – Non-Collusion

The undersigned respondent hereby certifies that he/she has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other respondent or with any other competitor.

SECTION 7 – Non- Inducements

The undersigned respondent hereby certifies that neither he/she nor any employee, representative, or agent of the firm responding has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any Board Member, official, or employee of the Workforce Solutions Golden Crescent with intent to secure favorable treatment in the awarding, amending, or making of any determination with respect to the performance of this contract.

SECTION 8 - Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award. Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached. The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the contract and is grounds for contract cancellation. The person signing this contract on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this contract on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

Signature

Date

Typed Name and Title of Authorized Representative

ATTACHMENT H

TEXAS CERTIFICATION OF PUBLIC SUBSIDY RESTRICTION

“Pursuant to Texas Government Code §2264.051, a business that applies to receive a public subsidy¹ from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker² as defined in Texas Government Code, §2264.001(4).”

“The undersigned authorized representative of the entity making the offer or application herein understands and certifies that:

- the following indicated statement is true and correct;
- making a false statement is a material breach of contract and grounds for contract cancellation; and
- if, after receiving a public subsidy, the entity is convicted of a violation under 8 United States Code §1324a (f) (relating to the unlawful employment of undocumented workers) the entity shall repay the amount of the public subsidy with interest, at the rate provided under the contract issued pursuant to this offer or application, within 120 days of receiving the notice of violation.”

Signature of the person authorized to make this agreement

Date signed

Printed Name

Title/Position

Be aware that, in the event that a business grantee is found in violation of 8 U.S.C. §1324a(f), consistent with the requirements of Texas Government Code §2264, Boards are permitted to bring a civil action to recover any amounts owed, as well as court costs and reasonable attorney’s fees.

REFERENCE:

United States Code, Chapter 8, §1324

Texas Finance Code §304

Texas Government Code §2251

Texas Government Code §2264 (House Bill 1196, 80th Legislature, Regular Session (2007))

¹ *Public subsidy* is broadly defined Texas Government Code §2264.001(3)) as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state’s economy or to create or retain jobs in Texas. The term includes, among other things, bonds, grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, and matching funds. The Commission’s Office of General Counsel has found that HB 1196 does not apply to the acquisition of goods and services.

² *Undocumented worker* is defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence in the United States, or is not authorized under law to be employed in that manner in the United States.

ATTACHMENT I
PROPOSER AGREEMENT

The proposer must sign this offering. By signing below, the proposer agrees to provide the services described herein and agrees to abide by all the terms and conditions as specified in this document and in any contract resulting from an award based on this Request for Qualifications. Any exceptions taken to the terms and conditions set forth in this document must be identified in detail and accompany this offering. Any exceptions not identified in detail at the time this proposal is presented will not be considered.

Signature of the person authorized to make this agreement

Date signed

Printed name of the person signing above

Name of Firm/Individual

Telephone Number

Fax Number

Email Address