

**GOLDEN CRESCENT  
WORKFORCE DEVELOPMENT BOARD**

**REQUEST FOR APPLICATIONS PACKAGE**

**Ancillary Customer Services  
for  
Workforce Solutions  
Golden Crescent**



Reissue Date: March 23, 2015

**Response Deadline:  
5:00 p.m. CST April 17, 2015**

Evaluation of Applications: March 20-22, 2015

Contract Negotiations: March 23-24, 2015

Contract Start Date: April 27, 2015

## INTRODUCTION

The Golden Crescent Workforce Development Board (Board) is seeking Providers of ancillary services, i.e. **workshops, seminars, motivational activities, and continuing education classes for job seekers, currently employed workers, dislocated workers, youth, employers and Board/Center staff**. Locations for workshops will be the responsibility of the Workforce Solutions Golden Crescent (Center). Customer workshops may be held at the Center or other designated facilities in Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca and Victoria Counties.

## WHO CAN APPLY?

Bidders may be individuals, governmental units, public or private nonprofit entities, or private for-profit businesses.

All service providers will be required to authorize a criminal background check through the Texas Department of Public Safety to ensure the safety of our customers, staff, and facilities.

## CONTACT PERSON

The Board is not responsible for the accuracy of information obtained from sources other than the authorized contact person for this procurement. Communication with any Board staff person or board member, other than the contact person for this procurement in reference to this Request for Applications (RFAs) **is prohibited** unless prior written approval is obtained from the contact person, **Henry Guajardo**. Failure to follow this provision may be grounds for disqualification of the application, at the sole discretion of the Board.

Please direct all questions regarding this procurement no later than **4/09/2015** to:

henryguajardo@gcworkforce.org

All Questions and the Board's corresponding response will be posted on the Board's website [www.gcworkforce.org](http://www.gcworkforce.org) on **4/10/2015**

## RESPONSE DEADLINE

One (1) complete original plus three (3) unbound copies must be submitted to the Board no later than **5:00 p.m. CST on or before April 17, 2015**, Bids may be mailed or hand delivered to:

**Workforce Solutions Golden Crescent  
120 South Main Street, Suite 501  
Victoria, TX 77901  
ATTN: Request for Applications**

The Board determines the official time. A receipt will be prepared upon request at the time of submission of the application. No protests of timely submissions will be heard without such receipt. Faxes and e-mail delivery are not acceptable.

Any proprietary information should be clearly marked as confidential.

## APPLICATION EVALUATION

Applications will be evaluated on completeness of each response, clarity of the response, demonstration of knowledge, experience, personnel qualifications, and established training procedures. Failure to provide the required documentation may result in the application being considered “non-responsive” and result in disqualification. All scores of at least 70 points will be considered for award.

The initial contract period will be **April 27, 2015 – August 31, 2015**. Contracts may be renewed for up to four additional years, subject to need, evaluation of performance, and contract negotiations.

## SERVICES TO BE PROVIDED

**When vendor workshops are appropriate, outside presenters/facilitators may be used for topics such as:**

- **Work-Readiness Skills (Resume Writing, Interviewing Techniques, Networking, Soft Skills, Social Media as a Job Search tool, etc.)**
- **Choosing a New Career**
- **Starting Your Own Business**
- **Emergency Crisis Counseling**
- **Stress/Change Management**
- **Personal Financial Management**
- **Time Management**
- **Motivational Workshops**
- **\*Surviving a Layoff**

**\* Curriculum for ‘Surviving a Layoff’ workshops will be provided by the Board**

Workforce center staff are responsible for supporting and complimenting workshop vendors by supplementing information on:

- Labor Market Information/Labor Exchange (WorkInTexas)
- Financial Aid
- Assessment tools

## **PAYMENT FOR SERVICES PROVIDED**

For customer workshops, a **fixed rate price quote** should be offered. The cost of travel will be paid in accordance with State Rate and State Mileage Guide.

## **CUSTOMER WORKSHOPS PROCEDURE**

- No less than 48 hours prior to customer workshops, Providers will be given a list of customer names, address, phone number, along with any special requirements for the session.
- Center staff will be responsible to schedule a meeting room for all workshops.
- Center staff will initially notify customers of workshops; however, Providers will be responsible to remind and motivate customers to attend the workshop(s).
- Providers must maintain accurate time and attendance reports for all workshops.
- Customer satisfaction surveys will be completed by the attendees. Provider effectiveness will be determined by a customer satisfaction rating of 70% and above.
- WSGC Certificates of Attendance/Completion must be awarded for all workshops, seminars and continuing education classes successfully completed.

## **CANCELLATION POLICY**

No cancellation fee will be paid for workshops that have been cancelled by Board/Center staff with notice given to vendor in person, by email or by phone at least 20 hours prior to scheduled time of class. A maximum fee of \$65 will be paid if a cancellation notice is not given at least 20 hours prior to scheduled time. No fee will be paid if an “Act of God” prevents the workshop from taking place.

## **GRIEVANCES AND APPEALS**

Applications not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed with the Board Executive Director within ten (10) calendar days of the date notification letter is postmarked. Appeals shall be in writing, addressed to the Board Executive Director and shall indicate the action appealed the violation which forms the basis for the appeal, and shall be signed by the appellant organization’s authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal within the time frame is a condition precedent. There is no relief accorded appellants for not filing within the published deadlines. Hearings shall be conducted in accordance with existing Board procedures.

No protest shall be accepted by the Texas Workforce Commission until all administrative remedies at the local level have been exhausted. Copies of the appeal process will be made available to the protester upon request.

## **CONFLICT OF INTEREST**

The Board considers conflict of interest a serious matter. Bidders may not hire Board members, management, or support staff that was involved in the evaluation and/or selection process under this application in order to provide services under this application for at least one year from entering into a contract.

Bidders shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee, or agent of the Board for the purpose of or having the effect of influencing favorable disposition toward their own application or any other application submitted hereunder.

Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's response to be rejected. This does not preclude joint ventures or subcontracts.

## **DISCLAIMERS**

A response to this RFA does not commit the Board to purchase any agreement, or contract, or to pay neither any costs incurred in the preparation of such response, nor any cost incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the Board.

The Board reserves the right to accept or reject any or all applications received, to cancel this RFA in part or in its entirety, or to reissue this RFA at its discretion. The Board reserves the right to withdraw, or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not received from TWC or other grantor agencies.

The Board reserves the right to hold and accept any application for a period of sixty (60) days after the response deadline.

The Board reserves the right to negotiate the terms of any and all agreements with bidders selected and such agreements negotiated as a result of this RFA may be renegotiated and/or amended in order to successfully meet the needs of the Board's service area at any time during the contract period.

The Board reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. The Board will provide notifications of such changes to all bidders recorded in the official record as having requested an RFA.

The Board reserves the right to contact any individual, agencies, or employers listed in a resume or application, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all bidders. Bidders' applications may be subject to a second round of evaluation based upon the discovery of new information acquired through this process.

The contents of a successful application may become a contractual obligation, if selected for award of contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to a successful bidder as a basis for release of proposed services at stated price/cost. Any damages accruing to the Board as a result of the bidder's failure to contract may be recovered from the bidder.

A contract with the selected Provider will require personnel Criminal Background Checks and Provider is restricted from utilizing former Board Staff or Contractor employees that were terminated for cause or deemed as not re-hirable. The Contract may be withheld at the Board's sole discretion if issues of contract or compliance, or questioned/disallowed costs, exist until such issues are satisfactorily resolved. Board may withdraw award of a contract if resolution is not satisfactory to Board.

This is a negotiated procurement utilizing the Request for Application method and as such, award does not have to be made to the Bidder submitting the lowest price application, but rather the Bidder(s) submitting the most responsive application(s) and demonstrated performance satisfying the Board's requirements.

**GOLDEN CRESCENT WORKFORCE DEVELOPMENT BOARD  
REQUEST FOR APPLICATIONS  
Ancillary Customer Services**

**PROPOSAL COVER SHEET**

Contact Person	
Organization Name	
Mailing Address	
Telephone #	Fax #
Email Address	Federal ID

Check if applicable:

- |   |   |
|---|---|
| <input type="checkbox"/> Minority/Female Business Owner | <input type="checkbox"/> HUB (attach Certificate)         |
| <input type="checkbox"/> Local Educational Agency       | <input type="checkbox"/> Local Organized Labor Agency     |
| <input type="checkbox"/> Community-Based Organization   | <input type="checkbox"/> Faith-Based Organization         |
| <input type="checkbox"/> Not-for-Profit Organization    | <input type="checkbox"/> For-Profit Business/Organization |
| <input type="checkbox"/> Other _____                    |   |

I hereby certify that the information furnished in this proposal is true and factual to the best of my knowledge. I have not engaged in any activities considered to be a conflict of interest as described on page 5 of this RFA.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# WORKSHOP PROPOSAL

*Please answer the following questions:*

1. List your qualifications specific to this procurement and/or attach a resume.
2. Provide a list of all trainers that will provide direct customer services for your organization and their qualifications and/or resumes.
3. Describe your approach to serving those who have multiple barriers to employment, are long-term welfare recipients, long-term unemployed, older workers, youth, or are discouraged workers/job seekers. How will you motivate them to attend workshops and to aggressively seek, obtain and retain employment?
4. Discuss training methodology, use of visual aids, handouts, social media, etc.
5. Explain if you feel you have a valid exception to the cancellation policy. What cancellation policy would better suit you?
6. Please complete the attached tables. Place an "NA" to indicate workshops you do not propose to provide. If needed, you may insert footnotes for special explanations on proposed workshops.



## WORKFORCE CENTER CUSTOMER TRAINING

WORKSHOP NAME	HOURS OF TRAINING	MAXIMUM CLASS SIZE	NUMBER OF TRAINERS	COST PER WORKSHOP
Motivation Session	1			
Work-Readiness Workshop	16			
Surviving a Layoff Workshop (Board Curriculum)	16			
Mini-Workshops (Stress Management, etc.)	4			
Training Facilitator				
Entrepreneurship Training				
Workshop development fee*	If Required			

\*Workshop curriculum developed and materials will become property of Workforce Solutions Golden Crescent

### OTHER TRAINING OFFERED

WORKSHOP NAME	HOURS OF TRAINING	MAXIMUM CLASS SIZE	NUMBER OF TRAINERS	COST PER WORKSHOP

## SCORING SUMMARY SHEET

Proposer \_\_\_\_\_

Scorer's Name \_\_\_\_\_

Date Scored \_\_\_\_\_

### SUMMARY OF SCORES:

<b>Personnel/Past Experience</b>	<b>50 points</b>	_____
Experience in providing proposed services	30 pts.	
Project personnel qualifications	20 pts.	

<b>Curriculum Presentation</b>	<b>20 points</b>	_____
Methodology (visual aids, handouts)	10 pts.	
Curriculum work plans	10 pts.	

<b>Workshop Table Completed</b>	<b>10 points</b>	_____
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<b>Cost Reasonableness</b>	<b>20 points</b>	_____
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<b>Bonus</b>	<b>5 points</b>	_____
HUB (attach certificate)	5 pts.	

<b>Total Score</b>		_____
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## **ASSURANCES AND CERTIFICATIONS**

**Each organization or individual that submits a proposal in response to an GCWDB Request for Proposals warrants and assures:**

1. The information contained in this proposal is true and correct;
2. The costs described in the proposal budget accurately reflect the proposer's cost of providing services or goods;
3. No employee, member of a government board or board of directors, or any other individual associated with an organization or individual person offering a proposal under this Request for Proposals has offered or will offer any gratuities, favors, or anything of monetary value to any member of the Golden Crescent Workforce Development Board, Inc. or any employee of the Golden Crescent Workforce Development Board, Inc. for the purpose of or having the effect of influencing the decisions of the Golden Crescent Workforce Development Board, Inc. with respect to the organization or individual's proposal or any other proposal.
4. No employee, member of a governing board or board of directors, or any other individual associated with an organization or individual person offering a proposal under this Request for Proposals has engaged or will engage in any activity which may be construed in restricting or eliminating competition for funds available under this Request for Proposals.

**Each organization or individual that submits a proposal also warrants and assures that:**

1. The organization or individual possesses the legal authority to offer this proposal;
2. If the proposer is an organization, a resolution, motion, or similar action has been duly adopted or passed as an official act of the proposer's governing body authorizing the submission of this proposal; and
3. No person will be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program operated with funds from this Request for Proposals because of race, color, religion, sex, national origin, age, disability, sexual orientation, or political affiliation or belief.

**Each organization or individual that submits a proposal also warrants and assures that they will, as a condition to award of funds from GCWDB with respect to operation of GCWDB funded programs or activities and all agreements or arrangements to carry out GCWDB funded programs or activities, abide by the following governing legislation:**

- Title VI of the Personal Responsibility and Work Opportunity Act of 1996;
- PL 88-352 Civil Rights Act of 1964;

- 42 USC 12001 American with Disabilities Act of 1990, as amended;
- PL 93-112 Rehabilitation Act of 1973, as amended;
- 40 TAC § Texas Administrative Code, Article 40, Part I, Chapter 73 Subpart A;
- Assurances required for the Child Care program, Chapter 809 Texas Workforce Commission Administrative Code.

And with all applicable rules and regulations promulgated thereunder.

BY SIGNING I ACKNOWLEDGE THAT I HAVE READ THESE ASSURANCES AND CERTIFICATIONS AND THAT I AM AUTHORIZED TO BIND THE ORGANIZATION I REPRESENT TO THESE REQUIREMENTS SHOULD THIS PROPOSAL BE ACCEPTED FOR FUNDING BY THE GOLDEN CRESCENT WORKFORCE DEVELOPMENT BOARD, INC.

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative and Date

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.*

1. The prospective recipient of Federal assistance certifies to the best of its knowledge and belief, by submission of this proposal, that neither its nor its principals

a. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative and Date

## **CERTIFICATION OF LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an 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 an 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 to GCWDB Federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document 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.

This certification is 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 imposed by section 1352, title 31 US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative and Date

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

A. The grantee certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
  - (a) the dangers of drugs in the workplace;
  - (b) the grantee's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required in paragraph 1 that, as a condition of employment under the grant, the employee will:
  - (a) abide by the terms of this statement;
  - (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the grantor agency, GCWDB, in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative and Date

## 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 to sign this contract for the corporation.*

The undersigned authorized representative of the corporation seeking a contract with GCWDB 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.

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 taxes to the State of Texas.

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative and Date