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REQUEST FOR APPLICATIONS

FOR

WEB-BASED LABOR MARKET INFORMATION SERVICES

FOR

RURAL CAPITAL AREA WORKFORCE DEVELOPMENT BOARD INC.

d.b.a.

WORKFORCE SOLUTIONS RURAL CAPITAL AREA

RFA #320-15-2402

Issue Date: Friday, May 3, 2024

Response Deadline: Friday, May 24, 2024, 11:59 p.m. CST

RFA links:

<https://workforcesolutionsrca.com/procurement>
<https://workforcesolutionsrca.bonfirehub.com/>
<https://esbd.cpa.state.tx.us>

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Relay TX: 711 or 1-800-735-2988 (Voice) or 1-800-735-2989 (TDD)

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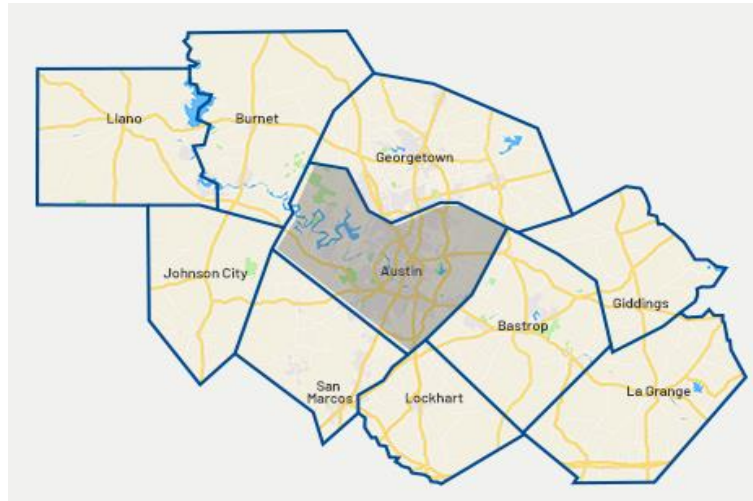
PART 1. INTRODUCTION AND BACKGROUND

Rural Capital Area Workforce Development Board (RCAWDB), INC. d/b/a Workforce Solutions Rural Capital Area (hereinafter referred to interchangeably as the “Board,” “Workforce Solutions,” or “WSRCA” serves as the leadership and governing body for the area’s workforce system. The Board is charged with planning and oversight responsibilities for workforce programs and services in our nine-county region.

WSRCA is organized as a nonprofit corporation in the State of Texas, with tax-exempt status under IRS code 501(C) (3). WSRCA, a private, non-profit organization established in 1987, is part of the Texas Workforce Solutions Network, and one of

twenty-eight boards in the State.

Our service area, known as the Rural Capital Workforce Development Area, serves a 9-county region: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson Counties. Information on WSRCA services may be found at <https://workforcesolutionsrca.com>.



The Board is led by a volunteer Board of Directors comprised of a group of community leaders appointed by local elected officials. The Board is a public/private partnership, with its Directors representing business, education, labor, economic development, community-based organizations, and public entities. Board members are the “trustees” or guardians of the state’s workforce development system.

The Board serves as the designated grant recipient and administrative entity for workforce development program funds allocated to the Rural Capital Area. WSRCA’s annual revenues for 2023 are approximately \$51 million. Over 98% comes from federal and state funding sources under grants awarded by the Texas Workforce Commission and federal agencies.

The Board’s responsibilities include, not limited to:

1. Strategic and operational planning
2. Design of the local workforce delivery system, including the establishment of one-stop Workforce Centers.
3. Oversight and evaluation of workforce development activities.
4. Connecting and aligning the components of the regional workforce system.
5. Leveraging and investing workforce development resources.
6. Providing policy guidance.
7. Advocacy for workforce issues and needs.

8. Building partnerships in support of local workforce initiatives.
9. Linking the workforce system and its owners (taxpayers).

Our Vision

Our urban and rural employers will have a highly educated and skilled workforce and our residents will have the competencies, skills, and education to become self-sufficient and live a quality life.

Our Mission

Build an employer-driven workforce system that meets the demands of a global economy by actively involving industry and business leaders in workforce development decisions that allows them to identify labor and economic trends, obtain customized training and hire high skilled workers, while simultaneously promoting the welfare, orientation, assessment, education, training, and placement of job seekers who are searching for profitable and self-sufficient employment.

Our Goals

1. Enhance and sustain the integrated career development system.
2. Increase the number of employers utilizing business services.
3. Increase incumbent worker training opportunities for small and mid-size employers.
4. Inform and educate employers and job seekers about the services available at the Workforce Centers.

PART 2. PROPOSAL INFORMATION

2.1 Purpose

WSRCA is seeking proposals from qualified individuals or entities for Web-Based Labor Market Information Services, the maintenance of four web-based products.

- a) Economic Overview Profiles (11 total)
- b) Labor Market Information (LMI) Dashboard with data, graphs, and narratives (including Data Maintenance)
- c) Monthly Newsletters

d) Career Progression Lattices

WSRCA will use a fixed price contract. WSRCA reserves the option to renew the contract on an annual basis, or lesser period for a total contract term not to exceed five consecutive years total. The full range of service expectations is detailed in **3.0 – Scope of Work**. The Board will contract with a single entity to meet the expectations for excellent performance, quality services and customer satisfaction.

2.2. Definitions

For this solicitation:

- a) The words "Bidder," "Offeror," and "Proposer" are interchangeable and shall refer to an entity submitting a proposal in response to this RFA.
- b) The words "Board," "Workforce Solutions Rural Capital Area," "WSRCA" and "RCA" are interchangeable and refer to the Workforce Solutions Rural Capital Area Board, the issuer of this RFA.
- c) The term "Contractor" shall refer to entities awarded and entering a formal contract with WSRCA.

2.3 Procurement Standards

This Request For Application (RFA) provides a uniform method for the procurement of specified services, providing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFA. This RFA provides information for organizations to determine if their services, business culture, and management philosophy meets the Board's expectations for excellent performance, quality services and customer satisfaction.

This procurement is conducted in accordance with 2 CFR part 200 the applicable OMB Circular, supplemented by the final rules promulgated by the Office of the Texas Governor under the Uniform Grants Management Standards, and the Texas Workforce Commission's Financial Manual for Grants and Contracts chapter 14. Services solicited under this RFA shall be procured under the competitive negotiation method of procurement.

This RFA 1) Outlines the expectations of the Board regarding the contractual relationship with the successful offeror(s), 2) Provides guidance on responding to this Request For Application and 3) Provides information for offerors to determine if their services, business culture and management philosophy meets the Board's expectations for excellent performance, quality services and customer service.

This RFA is not to be construed to be as a purchase agreement, contract or as a commitment of any kind. Nor does it commit WSRCA to pay for costs incurred in the preparation of a response or any other costs incurred prior to the execution of formal contract unless such costs are specifically authorized in writing by WSRCA.

2.4 Applicable Authorities

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

- All applicable federal statutes, regulations, policies, and guidance as presently in effect and as may become effective during this Award.
- Workforce Innovation and Opportunity Act (WIOA) 2014;
- Wagner-Peyser Act of 1933, as amended; (29 USXA S. 29 et.seq)
- Personal Responsibility and Work Opportunity and Reconciliation Act of 1996 (Public Law 104-193) as amended by the Deficit Reduction Act of 2005;(PRWORA);
- Agricultural Act of 2014;
- Food, Conservation and Energy Act of 2008;
- Bipartisan Budget Act of 2015;
- Deficit Reduction Act of 2009;
- Food Stamp Employment & Training Federal regulations 7 C.F.R. Parts 271-273.
- Federal regulations 20 C.F.R. Parts 652 and 675 through 683;
- Federal regulations 45 C.F.R. Chapter II;
- Texas Labor Code, Chapter 302, Chapter 307;
- Texas Administrative Code Title 1, Part 10, Chapter 202, Subchapter B Information Security Standards, and the Information Resources Management Act (Texas Government Code Chapter 2054);
- Texas Administrative Code Title 40, Part 20;
- Texas Government Code Title 10 Chapter 2308
- Office of Management and Budget's Uniform Guidance at 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements and 2 C.F.R. Part 2900, Department of Labor (DOL) exceptions to 2 C.F.R. Part 200.
- Social Security Act, 42 USC, §§603-619, as amended.
- Balanced Budget Act of 1997, Public Law 105-33.
- Plans and Policies of Workforce Solutions Rural Capital Area related to workforce center programs and operation.
- See Texas Workforce Commission web page for more information at: <https://twc.texas.gov/agency/laws-rules-policy>

2.5 Eligible Proposers

Entities and Individuals possessing the capacity and demonstrated ability and experience to perform exceptionally under the terms and conditions of a contract with the Board are encouraged to respond. Eligible proposers include the following:

- a. Entities with experience and the ability to deliver the services listed in Part 3. Scope of Work.
- b. Public and private, for profit and nonprofit organizations, community Based Organizations (CBO's), and Faith Based.
- c. Minority, disadvantaged, veteran and/or women-owned businesses that are certified by the State as Historically Underutilized Businesses are encouraged to respond to this RFA.
- d. Partnerships, consortiums, or joint ventures may submit a proposal. All parties must be eligible proposers. Each party must sign Attachment D. Certification of Proposer. attesting to their agreement to all terms of the proposal and any resulting contract, if awarded.
- e. Proposals from partnerships, consortiums or joint ventures must clearly identify the lead entity that will be responsible for overall operations, financial accountability, legal obligations, and all reporting requirements. A copy of the partnership/consortium/joint venture agreement must be submitted as part of the proposal. The agreement must detail the roles and responsibilities of each party to the agreement. Workforce Solutions Rural Capital Area reserves the right to have such arrangements reviewed by its legal counsel to ensure that they are legally binding.

2.6 Ineligible Proposers

- a. Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any procurement of non-procurement programs by any Federal department or agency are not eligible to respond to this RFA or receive a contract.
- b. The Board is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires contractors to certify compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or Agency. Under Texas House Bill 1863 and the Texas Government Code, the Board is prohibited from entering into a contract

for the management and operation of workforce centers with any entity that provides workforce education or workforce training services.

- c. Any entity that has an outstanding Unemployment Insurance overpayment balance payable to the State of Texas or any for-profit corporation that is delinquent in its franchise tax payments to the State of Texas is ineligible to respond to this RFA. Entities that directly provide developmental services (training or education services) are ineligible to respond to this RFA.

2.7 Proposer Qualifications & Competencies

The Board is seeking proposals from Individuals and Entities that possess the following:

- a. IT skills as well as expertise in workforce, career guidance, and labor market information to develop and implement the customized web services information system for workforce and economic development. Experience and ability to develop, provide, and maintain the WSRCA Dashboard and meet the requirements listed in the Scope of Work.
- b. Demonstrated capacity, skills, professional judgment and demonstrated ability to accomplish the work solicited in the RFA and perform successfully under the terms and conditions of a contract with the Board.
- c. Experience and expertise of similar scope as this RFA.
- d. Experience working with non-profit, governmental, quasi-governmental organizations and community partners.
- e. Experience and program knowledge necessary to understand requirements in the Scope Of Work to provide customers with exceptional web-based resources.
- f. Assurance the Contractor's performance of the terms and conditions of a contract with the Board will be undertaken in accordance with the highest level of integrity and business ethics.

2.8 Procurement Process

WSRCA will utilize Bonfire to manage this solicitation, Request For Application (RFA) Labor Market Information 350-15-2402. Interested proposers must register through the Bonfire website to respond to this solicitation. Proposers will be able to access solicitation documents and submit proposals and communicate through the portal.

Please register for free at the link below:

<https://workforcesolutionsrca.bonfirehub.com/portal/?tab=openOpportunities>

Click on “Register” in the upper right-hand corner and follow the instructions. Upon registration, utilize the WSRCA Bonfire portal page for all communication and proposal submittal. <https://workforcesolutionsrca.bonfirehub.com/>.

2.9 Point of Contact

The WSRCA point of contact for this solicitation is Nellie Reyes, Director of Procurement and Contract Administration. nellie.reyes@ruralcapital.net.

2.10 Procurement Schedule

The following schedule is subject to change at the discretion of WSRCA.

| Activity | Date | Time |
|---------------------------------|-----------------------------|----------|
| RFA Intent To Post Notice | Friday, April 26, 2024 | 4:00 PM |
| RFA Release Date | Friday May 3, 2024 | |
| Proposers Written Questions Due | Wednesday, May 8, 2024 | 5:00 PM |
| Questions & Responses Posted | Friday, May 10, 2024 | 5:00 PM |
| Intent To Bid | Wednesday, May 15, 2024 | 4:00 PM |
| Proposals Due | Friday, May 24, 2024 | 11:59 PM |
| Evaluation Period & Selection | Monday, May 27 – Friday May | |
| Tentative Award Announcement | On or about Friday, May 31, | |
| Contract Start Date | On or about June 1, 2024 | |

2.11 Intent To Post RFA Notice

The Intent To Post RFA notice was issued **Friday, April 26, 2024**, by the Workforce Solutions Rural Capital Area (WSRCA) Board, under the direction of Paul Fletcher, Chief Executive Officer, 701 E Whitestone Blvd., Suite 200, Cedar Park, TX 78613. The RFA is available on WSRCA Bonfire portal page <https://workforcesolutionsrca.bonfirehub.com/>, the Electronic State Business Daily (ESBD) website: <https://www.txsmartbuy.com/esbd> and the WSRCA website: <https://workforcesolutionsrca.com/procurement>. The proposal submission must be conducted via Bonfire.

2.12 RFA Questions

Bidders may submit questions to <https://workforcesolutionsrca.bonfirehub.com/> by **Wednesday May 8, 2024, 4:00 PM**. All properly submitted questions will be compiled and responded to in a Q&A document posted on the Bonfire link listed above by **Friday, May 10, 2024**. WSRCA reserves the right to determine the appropriateness of comments and questions that will be posted.

Note: All WSRCA staff, Board members, officers, or authorized representatives are precluded from entertaining or answering questions concerning this RFA or the procurement process. Bidders are asked to respect this condition by not asking questions or making requests for assistance, except by submitting questions as stated above. All solicitation inquiries are to be directed to the WSRCA Director of Procurement and Contract Administration.

2.13 Intent to Bid

Proposers interested in submitting a proposal for this RFA may submit **Attachment A, Intent to Bid** by **Wednesday, May 15, 2024, 4:00 PM**. The Intent to Bid must be uploaded on the WSRCA Bonfire hub at: <https://workforcesolutionsrca.bonfirehub.com/> and included with the proposal documents.

2.14 Proposal Submission

Proposals must be received no later than **Friday, May 24, 2024, 11:59 PM CST**. Bidders shall provide an electronic submission of proposal responses and required documents via: <https://workforcesolutionsrca.bonfirehub.com/>.

Proposals received after the due date and time will not be accepted or considered under this procurement. No exceptions will be made to this requirement for any reason.

The timely delivery of proposals is the sole responsibility of the proposer. WSRCA is not responsible for any failures and/or errors of omission. Disputes concerning late or non-delivered proposals cannot be appealed. Any proposals or amendments received after the specified deadline will not be considered and will be deemed as late and non-responsive.

Any modification or amendment to a proposal already submitted must also comply with the above requirements and response deadline. Any proposals or amendments delivered/received after the specified deadline will not be considered for review and will be deemed as late and non-responsive.

2.15 Withdrawal of Proposals

A submitted proposal may be withdrawn at any time prior to the scheduled due date by following the steps in Bonfire at <https://workforcesolutionsrca.bonfirehub.com/>. A withdrawn proposal will not be considered for review or award and will become the property of WSRCA.

2.16 Open Records and Texas Public Information Act

Proposers are hereby notified WSRCA strictly adheres to the Texas Public Information Act, Government Code, Chapter 552, to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. Proposals submitted in response to the RFA are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. Therefore, any confidential, privileged, or proprietary information contained within a proposal must be clearly identified by the proposer in the proposal itself (each applicable page clearly marked). Such information will be kept confidential by WSRCA to the extent permitted by State law.

The Board may seek to protect from disclosure all information submitted in response to this RFA until a final agreement is executed. Upon execution of a final agreement, the Board will consider all information documentation, and other materials requested to be submitted in response to this RFA to be of a non-confidential and non-proprietary nature; therefore, subject to public disclosure under Chapter 552.001.

Proposers will be notified of a request for public information that applies to their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information protected from release is found in Sections 552.101, 552.110, 552.113 and 552.131 of the Government Code.

2.17 Award

This is a competitive procurement utilizing the Request for Application method, as such, an award does not have to be based on the lowest priced offer. The proposals most advantageous to WSRCA in terms of proposer's qualifications and quality of the proposals will be recommended for contract negotiations, and not the lowest bid.

An award will be made to an eligible organization possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract with WSRCA.

2.18 Contract Type

The Board's intention is to negotiate a fixed rate contract with the successful bidder. Any contract resulting from this RFA will be for an initial period of one (1) year, beginning on or after June 1, 2024, and ending May 30, 2025. WSRCA may, at its sole discretion, opt to extend the term of a contract for up to four (4) additional one (1) year periods, for a total of five years, renewed annually, based on the Contractor's performance, compliance, and the availability of funds. WSRCA reserves the right to terminate any contract prior to, or extend the end date, and to increase or decrease

the contract awarded because of the RFA and at any time based on Contractor performance or non-compliance.

2.19 Funding

Funding for this RFA is contingent upon the availability of state funding and receipt of sufficient program funds from the Texas Workforce Commission and other funding sources of WSRCA subject to change. WSRCA reserves the right to negotiate fees and costs with any vendor who is qualified per the evaluation criteria.

The actual amount of the contract award will be based on the proposed budgets, availability of funds, and standards for the use of public funds. All costs must be reasonable and necessary to conduct the planned functions, must be allowable and must be allocable to the proper grant/cost categories. The selected contractor will be reimbursed per a fixed rate contract.

The final contract will be subject to any changes in legislation, rules, or policies promulgated by the funding sources, including the U.S. Department of Labor and the Texas Workforce Commission (TWC).

The Board reserves the right to vary or change the terms of any contract solicited under this RFA, including funding amount, the scope of work, performance standards, and decreasing or extending the contract period, as it deems necessary in the interest of Workforce Solutions Rural Capital Area.

The general and administrative provisions contained in this RFA will be incorporated into the final contract. Any contract award resulting from this RFA will be subject to early termination in the event Federal and/or State funding from Texas Workforce Commission is terminated or reduced to a level that continued funding of contracted services is no longer feasible. Such termination shall be without penalty. The selected contractor must be willing to accept this Funding Clause and incorporate it into any resulting contract agreement.

2.20 Additional Services

WSRCA reserves the right to amend the contract during the contract period to include other services and funding the Board deems necessary and appropriate even if not specifically mentioned in this RFA.

2.21 Subcontracting

Proposers must address any subcontracting in the proposal narrative and approval must be granted by WSRCA prior to the execution of any contract resulting from this RFA. All subcontracting is subject to applicable federal, state, and local laws, rules,

regulations, and policies.

If a bidder proposes to subcontract any of the services and activities, the bidder must indicate which services and activities will be subcontracted and the rationale behind using subcontractors instead of providing the services directly. The bidder must also describe how subcontractors were (or will be) procured and selected, their qualifications, as well as the basis for payments. Subcontractors are subject to the same requirements as the bidder under this RFA and resultant contract.

All subcontracts are subject to applicable federal, state, and local laws, rules, regulations, and policies governing procurement. The use of any subcontracts must be specified in the proposal. The bidder must identify which services will be subcontracted and the rationale behind using a subcontractor rather than providing the services itself. The bidder must describe how subcontracts were (or will) be procured, their qualifications, and the basis for payments. Subcontracts shall be subject to the same requirements as the bidder under this RFA and any resulting contract. WSRCA must approve all subcontracts prior to the final execution of a contract.

2.22 Contract Re-Assignment

If a Contractor fails to perform as required or expected, WSRCA reserves the right to terminate the contract and assign the contract in whole or in part, to a similarly ranked proposal obtained through this procurement, subject to successful contract negotiations. WSRCA may choose an alternative means of reassigning the contract based on its best interests. The Contractor may not reassign any aspect of the contract.

2.23 Equal Opportunity / Non-Discrimination

As a condition of the award of financial assistance from the Department of Labor under Title 1 of WIOA, the respondent to this RFA assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 Workforce Innovation and Opportunity Act of 2014 (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 United States of participation in any WIOA Title I financially assisted program or activity.
- [Titles VI and VII](#) of the Civil Rights Act of 1964, [42 U.S.C. § 20000d](#) et seq., and [§ 2000e-16](#), as amended;
- [The Rehabilitation Act of 1973 §§ 503, 504, and 508, 29 U.S.C. §§ 793, 794, and 794d, as amended,](#)

- [Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;](#)
- [The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;](#)
- [The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;](#)
- The Non-Traditional Employment for Women Act of 1991, as amended;
- [WIOA § 188, 29 U.S.C. §3248;](#)
- [29 C.F.R., Part 38, Implementation of the nondiscrimination and Equal Opportunity provisions of WIOA, and all other regulations implementing the laws listed above.](#)

2.24 Governing Provisions and Limitations

The following are the conditions that apply to this RFA and any subsequent contract. Any potential contract resulting from this procurement is contingent on the results of a pre-award process performed prior to signing a contract. The ultimate result of the procurement process is to select a contractor with whom to negotiate a contract for the items listed in [Part 3.0 Scope Of Work](#); however, the Board is under no legal requirement to execute a contract based on any proposal received.

- a. Failure to comply with any of the provisions of this RFA may cause a proposal to be disqualified and rejected from consideration.
- b. All proposals submitted to WSRCA become the exclusive property of WSRCA.
- c. The proposal, if accepted, will become the basis for the contract Scope Of Work.
- d. This RFA is not a purchase agreement or contract, or as a commitment of any kind; nor does it commit WSRCA to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by WSRCA.
- e. WSRCA reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFA in part, or its entirety.
- f. This is a negotiated procurement utilizing the Request for Application method, and as such, the selection and award of a contract does not have to be made to the respondent with the lowest priced/cost offer, but rather to a respondent submitting the best value proposal that satisfies WSRCA's requirements to be in the best interest of and most advantageous to the Board.
- g. WSRCA reserves the right to award a contract for any services solicited in this RFA for Web-Based Labor Market Information Services WSRCA determines its best value for the Board.
- h. WSRCA reserves the right to extend, shorten, increase, or decrease any contract awarded because of this RFA.

- i. WSRCA reserves the right to request additional information, clarification, or explanation for any aspect of a response to this RFA.
- j. WSRCA reserves the right to waive any defect in this procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. WSRCA will provide notification of any changes to all known Offerors.
- k. WSRCA reserves the right to negotiate the final terms of all contracts or agreements with selected proposers. Any contract terms negotiated because of this RFA may be renegotiated and/or amended to successfully meet the needs of WSRCA.
- l. WSRCA reserves the right to contact any individual, agency, employer, or grantee listed in a proposal, or contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and request additional information from all proposers to this RFA.
- m. WSRCA reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, and funding amounts or sources during the contract term.
- n. Any entity and/or each entity of a partnership or consortium selected for funding under this RFA will be subject to a Pre-Award review in accordance with TWC FMGC Appendix D: FMGC Supplement on Procurement to determine the proposer's level of risk of non-compliance or non-performance under contract.
- o. WSRCA reserves the right to withdraw an award of any contract based on unsatisfactory results of the pre-award survey.
- p. WSRCA reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFA if adequate funding is not received from TWC or other funding sources or due to legislative changes.
- q. Proposers 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, agent of WSRCA or elected official for purposes of having an influencing effect on this procurement.
- r. Proposers shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, Board member, employee, proposal

evaluator, agent of WSRCA or elected official for purposes of having an influencing effect on this procurement.

- s. No officer, Board member, employee, proposal evaluator or agent of WSRCA shall participate in the selection, award, or administration of a contract if a conflict of interest, or potential conflict, is involved.
- t. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause the proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- u. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract if selected for the award of a contract. Failure of the proposer to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to the successful proposer as a basis for release from proposed services at the stated price/cost. Any damages accruing to WSRCA because of a successful proposer's failure to contract with WSRCA may be recovered from the proposer.
- v. A contract with a selected proposer may be withheld, at the sole discretion of WSRCA, if issues of regulatory non-compliance, questioned/disallowed costs, or legal issues exist, until such issues are satisfactorily resolved. WSRCA may withdraw the award of a contract if the resolution is not satisfactory to WSRCA.
- w. The solicitation and selection of proposals must conform to all relevant federal, state, and local laws, regulations, rules, and policies governing the procurement of goods and services. Proposers are responsible for familiarizing themselves with such matters.
- x. All proposals submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the proposer without written authorization or proper citation, is prohibited.
- y. Respondents must intend to fulfill all representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of an award or contract. No pricing, error or mistake shall be available to a successful proposer as a basis for release from proposed services.
- z. The Offeror selected for contract award must meet the requirements of WSRCA's key control certification system to ensure the financial integrity of the entity prior to the execution of a contract. WSRCA will conduct a pre-award review of the selected Offeror prior to the execution of a final contract.

2.25 Administrative Requirements and other Limitations

- a. WSRCA will provide any information and technical assistance needed by the selected Contractor regarding WSRCA policies, documents, procedures, etc. that are specific to WSRCA, and the requirements listed in Section 3.0 Scope of Work.
- b. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, background checks, training, evaluation, etc. of its employees.
- c. The Contractor must provide reports in the format and within the timeline requested by WSRCA.
- d. Private non-profit organizations and agencies of state or local government responding to this RFA must include the following: 1) a resolution from the respondent's governing body or board authorizing the submission of a proposal; and 2) a letter of transmittal from the chief executive officer of the respondent's organization.
- e. Private for-profit corporations submitting a proposal must include a statement signed by an authorized representative of the corporation authorizing submission of a proposal.
- f. The proposer must be current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas and has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- g. The Contractor must provide WSRCA with a certification of compliance for the requirements of Texas Family Code 231.006 for payment of child support.
- h. Appeal Process and Procedures for Opportunity to Protest, the CEO has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying WSRC of an alleged deficiency or filing a protest are listed on our website at <https://workforcesolutionsrca.com>.

PART 3.0 SCOPE OF WORK

WSRCA is requesting the development and maintenance of a web-based dashboard that includes products described below. When developing a response to the RFA, the Respondent should assume the narrative descriptions, newsletters,

datasets/dashboards, and career lattices will be used by workforce board staff, as well as members of the community, who are not data analysts. The Respondent should be aware that the Rural Capital Area is comprised of nine counties, and that this workforce service area is strongly influenced by the industries and job market in Travis County.

Another use of the county and regional economic overview profiles and supporting labor market data is for federal and state grants and related workforce and education projects. WSRCA realizes the format of a county/regional economic overview profile can include many unique and different elements, so required elements are listed below. Because the profiles are provided as a service to the community, they must include the ability to export the county economic overview profile narratives, graphs, charts, and maps in multiple formats—i.e., Word, Excel, and PDF.

The source of all Labor Market information can be provided from any reputable LMI provider and/or governmental entity.

The product must be updated as current labor market information is available, both monthly, quarterly, and annually. Statistics must be provided, upon request, of the website usage, “traffic” and metrics for each of the products.

In addition, the website/dashboard must include hyperlinks to any additional information that would provide a user with additional information, when appropriate and hyperlinks referring customers back to the Workforce Solutions Rural Capital Area website for additional information.

Product #1 – Economic Overview Profiles

The Respondent must provide a total of 11 Economic Profiles. One for each of the areas listed below.

1. Bastrop County
2. Blanco County
3. Burnet County
4. Caldwell County
5. Fayette County
6. Hays County
7. Lee County
8. Llano County
9. Williamson County
10. The 9-County Region (Rural Capital Area)
11. The 10-County Region (Rural Capital Area plus Travis County)

Each of the 11 economic profiles must include, at a minimum, the following data elements.

- Economic Overview—A short opening narrative that provides a general description of the county or region
- Demographic Profile—A short introductory narrative
 - Demographic breakdown
 - Population Growth including annual average growth
 - Economic breakdown
 - Educational Attainment breakdown
 - Housing breakdown
 - Social breakdown
- Employment Trends—short narrative and historical charts
- Unemployment Rate—short narrative and historical charts
- Wage Trends—short narrative and historical charts
- Cost of Living Index—short narrative; average annual salary; COL Index; Purchasing Power
- Industry Snapshot and breakdown—narrative with charts
- Occupation Snapshot and breakdown—narrative and charts
- Industry Clusters—narrative and chart
- Education Levels—narrative of job growth rates by education and training attainment
- Gross Domestic Product—narrative with charts of comparative data over a 5-year period.

Product #2 – LMI Dashboard with data, graphs, and narratives & Data Maintenance

- Presentation of the labor market data must be in more than one format (i.e. graphs, charts, narratives and/or maps) and must be exportable to Word, Excel, PowerPoint, .pdf or Tableau. Rural economic development corporations (EDC), chambers of commerce (CoC), employers, jobseekers, independent school districts (ISD), students and families are the primary user of these data elements, so they must be understandable by non-data analysts. As LMI data is updated by the appropriate Federal and State agency, respondent is asked to update the dataset on the website dashboard to the most currently available data.
- See <http://www.ruralcapitalheadlight.com/> for an example of our current dashboard. The current contractor maintains the copyright to the HEADLIGHT dashboard brand and software. Therefore, respondents must be able to provide their own dashboard platform.
- The data populating the dashboard tabs can be provided as Word, Excel, PowerPoint, .pdf files, Tableau files or any other file type preferred by the respondent as long as the data can be exported to Word, Excel, PowerPoint,

.pdf, or Tableau or any other similarly available products. Required date is listed below.

- Industry Tab
 - Profile: Industry Trends
 - Monthly Employment
 - Quarterly Employment
 - Annual Employment
 - Employment by County
 - Employment by Industry
 - Shift-Share Trend
 - Gross Regional Product
 - Firm County by Industry, Size
 - Firm Count Comparison
 - Non-Employer Statistics
 - Fastest Growing Industries
 - Industry Clusters
 - Industry Clusters, trends and forecast
- Wages and Income Tab
 - Profile: Wage and Income Trends
 - Annual Payroll
 - Annual Salary
 - Average Salary by Industry
 - Median Household Income
 - Per Capita Income
 - Income and Benefits
 - Poverty Rate
- Workforce Tab
 - Profile: Workforce Trends
 - Monthly Unemployment
 - Annual Unemployment
 - Employment by Occupation
 - College Graduates
 - College Graduates, Race/Gender
 - College Enrollment
 - Fastest Growing Occupations
 - Occupation Clusters
 - Occupation Clusters, Trends and Forecast
 - College Degree Cluster Trends
 - Hot Careers
 - Occupation Gaps by County/Region
 - Fastest Growing Occupations
 - Occupations with the Most Job Openings
 - Occupations Creating the Most New Jobs

- Highest Paying Occupations that require a bachelor’s degree
- Lowest Paying Occupations that require a bachelor’s degree
- Highest Paying Occupations that require an associate degree
- Lowest Paying Occupations that require an associate degree
- STEM Occupations with the Most Job Openings
- Trade Occupations with the Most Job Openings
- Personal Service Occupations with the Most Job Openings
- Highest Paying Medical Occupations the require Less than a bachelor’s degree
- Highest Paying Occupations that require a High School Diploma or Less
- Target Occupations—TARGET OCCUPATIONS CRITERIA:
 - pays an average hourly wage of \$20 an hour;
 - training can be completed in 12 months or less;
 - has a high number of annual openings;
 - has a low turnover rate; and
 - the number of regional training completers is not meeting the demand.
- Demographics Tab
 - Profile: Demographic Trends
 - Population and Growth Components
 - Population, 1910-2010
 - Migration, In
 - Migration, Out
 - Population by County
 - Population by Race
 - Population by Age/Race/Gender
 - Age Distribution
 - Age Distribution by Race/Gender
 - Poverty Rates by Block, Tract
 - Limited English Proficiency
 - ACS Dashboard, 1-Year
 - ACS Dashboard, 5-Year
 - ACS Subject Tables
- Social Tab
 - Profile: Social Statistics
 - Crime
 - Housing Permits, Annual
 - Supplemental Security Income (SSI)
 - Social Security Recipients (OASDI)

- Social Security Payments (OASDI)
- Veterans-Related Expenditures
- Veterans
-
- Other Tab
 - Snapshots
 - County Maps
 - Data Download
 - Patents by County
 - Patents by Technology Class
 - Patents by Organization
 - Exports by Industry
 - Exports by Industry (Adjusted)
 - Agricultural Production
- Monthly Newsletter Tab
- Help Tab
 - Data Sources
 - Update History
 - Major Industry Definitions
 - Industry Cluster Definitions
 - Bubble Chart Definition and Explanation
 - Shift Share Definition and Explanation
 - Location Quotient Definition and Explanation
 - Separation Demand Definition
 - Industry vs. Occupation Wages Definitions
 - NAICS, SOC, CIP Code Definition and Explanations
 - Alternative measures of labor underutilization Definition and Explanation

Product #3 – Web-Based Monthly Newsletter

Provide a web based monthly labor market newsletter for the Rural Capital region. The web-based newsletter distribution includes, but is not limited to, EDCs, CoCs, county judges, mayors, employers, ISDs, workforce professionals, and members of the public. At a minimum the articles in the newsletter should highlight any data refresh that occurred during the month and then any articles that focus on the labor market trends within the Board’s 9-County service area.

Product #4– Career Progression Lattices

Maintain a Skill-Based Career Progression Lattices for each of our Target and Demand occupations starting with an entry level occupation and flowing through a living wage

occupation for a family of 1 adult and 2 children. Living wage for our service area for a family of 1 adult and 2 children is considered to be \$29 an hour.

Our Target and Demand Occupations can be found at this link: <https://www.workforcesolutionsrca.com/jobs-and-careers/target-occupations/>

The current Career Progression Lattices/ can be found at this link: <https://www.ruralcapitalheadlight.com/skill-based-career-progression->

3.4 Performance

The Contractor will be expected to deliver services in accordance with the Scope Of Work and reporting requirements listed in the contract.

PART 4 - PROPOSAL REVIEW AND EVALUATION PROCESS

4.1 Proposal Review and Evaluation

The selection of award of a contract resulting from this RFA will be made only to a "responsible contractor" who has demonstrated competence and qualifications, including but not limited to a satisfactory record of past performance; integrity and business ethics; fiscal accountability; sufficient financial and technical resources; and ability to meet the requirements and expectations of this RFA.

4.2 Evaluation Process

The evaluation process will consist of the following:

- a. All proposals received by the submission deadline will be reviewed for initial responsiveness to the compliance, requirements, technical specifications, and other criteria of the RFA conducted by the Board staff.
- b. All proposals deemed "responsive" will be evaluated/ scored by a designated review team. Proposals will be evaluated on specific criteria using a standardized instrument.
- c. Selection and Award of a contract will be made based on demonstrated competence and qualifications. Budget Costs will be evaluated for fair and reasonableness, prudence and allowability.
- d. Proposal will be scored independently by each evaluator. The evaluation results will be ranked based on the average scores of the evaluation team.
- e. WSRCA reserves the right to negotiate price and terms with all Proposers, to accept or reject all or any part of an offer, waive minor technicalities, to request Best and Final Offers from all or any bidders, and make an award that represents the best value to WSRCA. The final price and terms may be determined during Best and Final Offer negotiations. Performance and expenditure information on other contracts or grants may be considered by WSRCA in awarding funds under this RFA.

- f. Board staff will conduct a verification of references in the proposals.
- g. Final selection and award of contract shall be made by the CEO subject to successful contract negotiations.
- h. All contract awards will be considered conditional pending a pre-award review and successful completion of contract negotiations.

NOTE: The Board is not required to contract with the entity receiving the highest score/ranking because of the evaluation process. The Board reserves the right to depart from the scoring/ranking if it deems such departure better serves the value and interests of the Board and the workforce system's customers.

4.3 Evaluation Criteria

Proposals must achieve an overall score of 70 to be considered for selection and award. Proposals will be evaluated based on proposer's responses to questions asked and information requested in this RFA. The review and evaluation of proposals shall be based upon the following criteria: 1) Demonstrated Experience, 2) Demonstrated Capability & Capacity, 3) Design and Approach, 4) Budget. 5 additional bonus points for any entity that is a certified Historically Underutilized Business (HUB) for a total of 105 points.

The evaluation criteria and point values are as follows:

Demonstrated Experience (30 points)

Proposer must demonstrate a history of successfully providing the same or similar type of services as listed in the Scope of Work and in the RFA.

Demonstrated Capability/Capacity (25 points)

Proposer demonstrates the ability to accomplish its work through the knowledge, skills, and abilities (i.e., qualifications and experience of staff). Capacity refers to the entities' ability to ensure sufficient staffing, technology, etc. to successfully meet the Scope of Work requirements.

Design and Approach (25 points)

This area will examine the proposed overall approach, design, and strategies to meet the requirements in the Scope of Work.

Budget (20 points)

The Budget will be reviewed to determine whether the proposed costs is deemed reasonable and competitive to support the Scope of Work.

Historically Underutilized Business / Bonus (5 bonus points)

Proposals that document State of Texas HUB status will be awarded five bonus points. HUBs must attach a copy of the notice of certification to be eligible for these points.

A "Historically Underutilized Business" is an entity with its principal place of business in Texas and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman who reside in Texas and have a proportionate interest and demonstrate active participation in the control, operations, and management of the entity's affairs. Five (5) bonus points will be awarded to responsive proposals submitted by a HUB certified by the Texas Comptroller of Public Accounts, or another bona fide certifying agency. HUBs must identify their certifying agency on the cover sheet and attach a copy of the notice of certification to be eligible for points awarded under this section. Certifications that are expired or do not meet the criteria specified shall not be considered for the five additional points.

| | |
|------------------------------|-------------------|
| TOTAL POSSIBLE POINTS | 105 Points |
|------------------------------|-------------------|

4.4 Best and Final Offers

WSRCA reserves the right to negotiate with and/or to request Best and Final Offers (BAFO) from any or all bidders as a part of the formal evaluation process. If WSRCA requests a formal, written BAFO, the bidder will be notified of the allotted time to respond to the request. If the bidder does not respond to WSRCA's request within the allotted time, WSRCA will consider the most recent offer to be the BAFO.

4.5 Selection and Award Announcement

WSRCA will officially select and award a single contract to the successful proposer. Once the Board officially awards the contract, all proposers will be notified in writing of the selection of the award within 10 business days of the decision. Notification of selection/non-selection will be emailed to proposers.

4.6 Inquiry and Appeal Process

WSRCA is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. This includes, but is not limited to, disputes, claims, protests of selection or non-selection for award, or other matters of a contractual or procurement nature. Matters concerning violation of laws shall be referred to such authority as may have proper jurisdiction. Note: Scoring is not grounds for an appeal unless there are material violations of the procurement process.

Proposers who wish to protest a decision must utilize the following process:

Step 1. Requests for Debriefing – Proposers not selected by this procurement process may appeal the Board decision by submitting a written request for debriefing to obtain information on the procurement process and how their proposal or offer was received and ranked within fifteen (15) working days of the receipt of the Board notification of the procurement decision. The request for debriefing must be sent by registered mail or hand delivered (please request a receipt) clearly identified externally as “Dated Material” and addressed to:

Paul Fletcher, Chief Executive Officer
Workforce Solutions Rural Capital Area
701 E. Whitestone Blvd. Suite 200
Cedar Park, TX 78613

The Board shall acknowledge receipt of the request for debriefing in writing within three (3) days of receipt, along with the date and time of the scheduled debriefing. The debriefing shall be scheduled, as soon as possible, and no later than fifteen (15) working days from the receipt of the request for debriefing.

Step 2. Debriefing – The purpose of the debriefing is to promote the exchange of information, explain the Board proposal evaluation system, and help unsuccessful proposers understand why they were not selected. In the debriefing the respondent will obtain information on the procurement process, including the proposal evaluation process. Materials provided in the debriefing include a blank copy of the proposal scoring sheet used by readers, spreadsheet of rankings provided to the Board of Directors, and written evaluators’ comments. Board staff will meet with the appealing party and review how the appealing party’s proposal or bid was scored or ranked. Bidders and proposers can gain a better understanding of the Board procurement processes and how to improve their bids or proposals. The debriefing is an educational opportunity for proposers, which hopefully will help them to improve the quality of any future proposals.

Step 3. Written Notice of Appeal – If, after the debriefing, the appealing party wishes to initiate the appeals process, they must submit to the Board a Notice of Appeal. This written notice must clearly state that it is an appeal and identify the funding decision being appealed (i.e. specific date of the RFA, or the Workforce Board of Directors’ action); the name, address, and phone number of the appealing party(s); and specify the grounds of the appeal, including evidence to substantiate the grounds.

A Notice of Appeal must be received by the Board within ten (10) days of receipt of the Board debriefing meeting. All appeals must be filed with and received by the Office of the CEO of the Board during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., CST). Any appeal received after 5:00 p.m. (CST) shall be deemed filed on the next business day. The failure of a bidder to file a timely appeal

in accordance with this policy shall be deemed as a waiver of the Bidder's right to appeal or otherwise challenge any action or decision of the Board and the action or decision of the Board shall be deemed final in all respects. The Notice of Appeal must be sent by registered mail or hand delivered (please request a receipt) clearly identified externally as "Dated Material" and addressed to:

Paul Fletcher, Chief Executive Officer
Workforce Solutions Rural Capital Area
701 E. Whitestone Blvd. Suite 200
Cedar Park, TX 78613

E-mail notices are accepted at any stage of the appeals process. The appealing party is solely responsible for the timely submission/receipt of the notice of appeal to the Board. Failure to follow the requirements of this policy shall be deemed as a waiver of the appealing party's right to an appeal and the action or decision of the Board shall be deemed final in all respects.

All Appeals must contain the following information:

1. Identification of the specific procurement being appealed;
2. The contact's name, address, phone, and e-mail address of the appealing party;
3. The specific grounds for the appeal;
4. A detailed statement of all disputed issues of material and relevant facts surrounding the action/decision taken and the alleged violations because of such action/decision;
5. A copy of any documents(s) upon which the Bidder relies to support their contention that the action/decision of the Board should be reversed or modified;
6. A request for a hearing; and
7. A statement of relief sought by the Bidder.

Written acknowledgement of receipt of the Notice of Appeal will be provided to the appealing party within ten (10) working days of the receipt of the Notice of Appeal. The Board shall provide the appealing party with the date and time of the next step, the Informal Hearing.

Step 4. Informal Hearing – An Informal Hearing will be held at the offices of Workforce Solutions Rural Capital Area within fifteen (15) working days of the receipt of the Notice of Appeal. The CEO's designee shall act as the Hearings Officer and will meet with the appealing party to discuss specific concerns and grounds for the appeal that were identified in the Notice of Appeal. The Board and the appealing party shall seek in good faith to resolve any or all the issues identified in the appeal. Failure of the appealing party to attend or participate in good faith in the Informal Hearing shall be deemed as a waiver of the appealing party's right to a Formal Hearing and the action or decision of the Board shall be deemed final in all respects. The Hearing Officer may recommend to the Board's CEO any appropriate actions allowable under

applicable rules and regulations and consistent with agency policies to resolve issues raised at the Informal Hearing. If the appealing party agrees in writing with the decision/action of the Hearing Officer, the appeal shall be ended at this point.

Step 5. Request for a Formal Hearing – If the appealing party is not satisfied with the results of the Informal Hearing, they must inform the Hearing Officer, in writing, no later than fifteen (15) working days from the date of the Informal Hearing of the intent to proceed with the appeal. A request for a Formal Hearing must be made in writing and delivered to the Board pursuant to the instructions for submitting written notices of appeals in Step 3 above. The Request for Formal Appeal must state the specific grounds for the appeal and the remedy(ies) requested. Within fifteen (15) working days of the receipt of this written request, the Hearing Officer will respond, in writing, to inform the appealing party of the time, date and place of the next step – the Formal Hearing.

Step 6. Formal Hearing – The Formal Hearing shall be conducted within fifteen (15) working days of the date of the Request for Formal Hearing. An independent Hearing Officer selected by the CEO will conduct the Formal Hearing of the appeal. The Hearing Office will deal only with those issues identified in the original notice of appeal. The Hearing Officer will consider the facts presented as the grounds for the appeal and remedies requested. The Hearing Officer may request additional information from Board staff or the appealing party. After full review, the Hearing Officer will render his/her decision not later than fifteen (15) working days from the date of the Formal Hearing. The Hearing Officer's decision shall be provided to both parties in writing. The recommendation/decision of the Hearing Officer shall be presented to the Workforce Solutions Rural Capital Area Board of Directors for consideration and possible action at its next scheduled meeting, in the event the Hearing Officer sides with the appealing party. The Board is NOT obligated to accept the Hearing Officer's decision and/or recommendations. The Board's decision shall be considered final, and the end of the appeals process at the local level.

A postponement or continuance of the Informal Resolution Conference and/or Formal Hearing may be granted to the appealing party only upon written request filed with the Office of the CEO of the Board not less than three (3) calendar days (unless in cases of emergency) prior to the scheduled date of the Informal Resolution Conference and/or Formal Hearing. Such a request shall specify the reason(s) for the request for 15 postponement or continuance. Requests for a postponement or continuance may be submitted in person, by fax or e-mail to the Office of the CEO of the Board. If a postponement or continuance is granted, the Informal Resolution Conference and/or Formal Hearing will be rescheduled at a date acceptable to the Hearing Officer, the Board, and the appealing party. The outcome of an appeal at the local level shall be disclosed to the Texas Workforce Commission (TWC).

Miscellaneous – In all instances, information regarding protest/dispute will be disclosed to the Texas Workforce Commission (TWC). TWC’s Financial Manual for Grants and Contracts provides for limited appeals of any local decision.

PART 5 - PROPOSAL PREPARATION AND SUBMISSION

5.1 Instructions for Submitting a Proposal

Proposals must be prepared using the following format: typed, spaced 1.5, font - Times, Verdana 12pt-font, .5 header/footer, 1 inch right/left margins, one sided only, one column, and submitted on 8 ½ x 11-inch format.

The proposal including responses to all questions and any attachments should be in ONE document, not attached as several individual documents. Any confidential or proprietary information should be clearly marked as such. Proposals must be submitted to the WSRCA Bonfire Portal <https://workforcesolutionsreca.bonfirehub.com>.

PROPOSAL SUBMISSION

Proposals and/or amendments will be deemed non-responsive and not considered for review or award if they are submitted after the RFA deadline, May 24, 2024, 11:59 PM. Emphasis must be placed on addressing all the requirements of this RFA in a clear and concise manner. All documents submitted must be legible, complete, and fully assembled.

5.2 Proposal Validity Period

Proposals submitted in response to this RFA shall remain valid for WSRCA’s acceptance for a minimum of one hundred twenty (120) calendar days after the submittal deadline, to allow for evaluation, selection, and Board action.

5.3 Submission Order

The proposal must be submitted with all required elements assembled and clearly marked in the following order:

| | |
|--|--------------|
| 1. Submission Copy Mandatory Letter of Intent to Bid | Attachment A |
| 2. Proposal Cover Sheet | Attachment B |
| 3. Response Checklist | Attachment C |
| 4. Certificate of Proposer | Attachment D |
| 5. Table of Contents | |
| 6. Executive Summary | |

| | |
|--|--------------|
| 7. Proposal Narrative (to include) <ul style="list-style-type: none"> • Job Description of Key Staff • Resume(s) of Key Staff References | |
| 8. Subcontract Agreements, if applicable | |
| 9. Additional attachments not specifically request in the RFA but which a proposer desires to include, letters of support etc. | |
| 10. Historically Underutilized Business Certification, if applicable | |
| 11. Attachment E – Certification Regarding Lobbying | Attachment E |
| 12. Attachment F – Certification Regarding Debarment | Attachment F |
| 13. Attachment G - Certification Regarding Drug-Free Workplace | Attachment G |
| 14. Attachment H – Certification Regarding Texas Corporate Franchise Tax | Attachment H |
| 15. Attachment I – Certification Regarding Conflict of Interest | Attachment I |
| 16. Attachment J – Certification of State Assessment | Attachment J |
| 17. Attachment K – Certification of TX Family Code | Attachment K |
| 18. Attachment L – Non-Discrimination Certification | Attachment L |
| 19. Attachment M – Undocumented Worker Certification | Attachment M |

PROPOSAL COVER SHEET

All items on the Proposal Cover Sheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority – a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization. The same person should also sign all certifications.

RESPONSE CHECKLIST (ATTACHMENT C)

Use the checklist to ensure documents and information are included in the order listed on the checklist.

TABLE OF CONTENTS

Proposals must include a Table of Contents that lists each item of the proposal, including attachments, with corresponding page numbers. Items must be in the order specified section 5.3 above.

EXECUTIVE SUMMARY

A brief (1-2) page summary highlighting the proposer’s organizational history; qualifications and experience in providing the services detailed in Section 3.0 Scope

of Work, and the overall approach to delivering the services solicited in the RFA; and any unique or innovative aspects of your proposal. Also describe what extra benefit or value-add your organization would bring to WSRCA as a Contractor, what separates you from other proposers.

5.4 Proposal Response

The proposal should provide a complete description of the proposed plan for providing Management and Operation of Workforce Centers as listed in **Sections 3.0 Scope of Work**. Narrative responses for each item should be clear, concise, and relevant. Please label each area in the same order as provided in 4.2 Evaluation Criteria and below. Be sure to include all required attachments. If selected and approved for the award of a contract, this section will be used as the basis for the Statement of Work.

Demonstrated Experience (30 points)

1. Describe the entities' overall experience that supports the requirements in the Scope of Work.
2. Describe the entities knowledge of workforce, labor market information and requirements in the RFA.
3. Include history of the entity, number of years in operation, organizational structure, number of staff at the organization.
4. Include 3 business references of similar scope of work successfully providing the same or similar type of services as listed in the Scope of Work and in the RFA.

Demonstrated Capability/Capacity (25 points)

1. Describe the entities' ability to accomplish its work through the knowledge, skills, and abilities (i.e., qualifications and experience of staff).
2. Describe the sufficient staffing, technology, etc. to successfully meet the Scope of Work requirements. Number of staff that will be assigned to this project.
3. Include staff job descriptions and resumes with the submission.

Design and Approach (25 points)

1. Describe your overall approach, design, and strategies to meet the requirements in the Scope of Work.
2. Describe your strategies and ideas to enhance the Career Lattices and Labor Market Information.

Budget (20 points)

1. Provide a budget narrative explaining the proposed budget.
2. Provide the annual proposed budget to meet Scope of Work.

PART 6. EXHIBIT – A - SAFEGUARDS FOR TWC INFORMATION

The Board, Board staff, and subrecipients shall comply with these safeguards:

1. Safeguards: Maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information. Board shall assure that Board staff, Board subrecipients, Board contractors and Board subcontractor staff comply with all safeguards and responsibilities of TWC Information Technology Security Guidelines and this Attachment A. Board shall be responsible for compliance by Board staff, Board subrecipients, Board contractors and Board subcontractor staff and shall be liable for any damages resulting from failure by Board staff, Board subrecipients, Board contractors or Board subcontractor staff to comply with these safeguards.

“TWC Information” means records maintained by the Agency, and records obtained by Board, Board staff, Board contractor, and Board subcontractor staff from the Agency under this Agreement, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Board, Board staff, Board contractor, or Board subcontractor staff have converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Board, Board staff, Board contractor, or Board subcontractor staff records, files, or data compilations.

2. Monitoring: Monitor its Users, including Board staff, Board subrecipients, Board contractors and Board subcontractor staff, access to and use of TWC Information, and shall ensure that TWC Information is used only for the limited purpose of fulfilling Board obligations under this Agreement (limited purpose). The Board shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Agreement. The Board shall require that all Board subrecipients monitor access to and use of TWC Information by Board subcontractor staff.
3. Storage and Protection: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall store and process TWC Information in a place physically secure from access by unauthorized persons by any means.
4. Access: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
5. Instruction: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements

of 20 C.F.R. Part 603, Texas Labor Code § 301.85, and 40 TAC Chapter 815, as well as the sanctions specified in this Agreement and under state and federal law for unauthorized use or disclosure of TWC Information. Board acknowledges that all personnel who will have access to TWC Information have been instructed as required.

6. Disposal: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall dispose of TWC Information and any copies thereof after the limited purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall dispose of all TWC Information as required by this Agreement and the Board's written records retention requirements.
7. System: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment A and the other provisions of this Agreement. The Board and Board contractor shall keep and maintain complete and accurate records sufficient to allow the Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine the compliance by Board and Board contractor with this Agreement.
8. No Disclosure or Release: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not disclose or release any TWC Information other than as permitted in this Agreement, without prior written consent of Agency.
9. Unauthorized Disclosure: It is a breach of this Agreement to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 9.1 to any subrecipient employee of Board or subrecipient employee of Board subrecipient or any individual not directly employed by Board or Board subrecipient;
 - 9.2 to another government entity, including a law enforcement entity; or
 - 9.3 to Board or Board subrecipient employees who do not have a need to use TWC Information for the limited purpose under this agreement.
10. Authorized Disclosure: TWC Information may only be disclosed to employees under the direct hiring-and-firing control of Board or Board subrecipient who

have a need to use the TWC Information for the limited purpose under this agreement.

11. Security Violation: Board and Board subrecipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Agreement is detected, or if Board or Board subrecipient suspects that the security or integrity of TWC Information has or may have been compromised in any way. The time period for notifying TWC under this section is reduced to one (1) hour for suspected security violations that involve protected health information of a covered under 45 C.F.R. Parts 160, 162, and 164, such as Medicaid Information provided from, by or accessed through the Health and Human Services Commission systems as required by the Health Information and Portability and Accountability Act (HIPAA) and the Health Information Technology Act (HITECH).
12. Breach Notice: In accordance with Texas Business and Commerce Code, Section 521.053 the Board shall provide notification to any individual whose sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
13. Format: TWC Information is subject to the requirements of this Agreement even if the TWC Information is converted by Board, Board staff, Board subrecipient, Board contractor, or Board subcontractor staff into another format or medium, or incorporated in any manner into Board or Board subrecipient records, files, or data compilations.
14. Access Limited: Board and Board subcontractor shall limit access to TWC Information to their employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Board or Board subrecipient facility, without the prior written authorization of Agency.
16. Public Information Act:
 - 16.1 Unemployment Information: Under Texas Labor Code § 301.085, individually identifiable information regarding unemployment insurance benefits applicants and recipients and employer tax reported information is not "public information" for purposes of the Texas Public Information Act, Texas Government Code, Chapter 552. Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any TWC Information in response to a request

made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

- 16.2 Job Matching Services: Individually identifiable information maintained in the WorkInTexas system is not “public information” for purposes of the Public Information Act. Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any individually identifiable information from the WorkInTexas system in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.3 Education Records: “Student record” as defined in the Family Educational Rights and Privacy Act (FERPA) is not “public information” for purposes of the Public Information Act. Boards, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any “student records” collected, used, or maintained in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.4 Protected Health Information: Protected health information as defined in Texas Health and Safety Code, Chapter 181 and 45 C.F.R. Parts 160, 162, and 164, such as Medicaid information provided from, by or accessed through the Health and Human Services Commission systems as required by the HIPAA and HITECH, is not subject to release under the Public Information Act. Boards, Board staff, Board subrecipients, Board contractor and Board subcontractor staff shall not release any protected health information except in accordance with law as applicable to the information and shall secure the information consistent with applicable laws.
17. Subpoena: Notify the Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Board or Board subrecipient shall comply with the subpoena handling requirements applicable to the information, including 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information relating to unemployment compensation and employer tax information.
18. Federal Regulation: Comply with all requirements in federal and state law for safeguarding TWC Information, including 20 C.F.R. § 603.9 relating to

safeguarding TWC unemployment compensation and employer tax information and insuring its confidentiality. Various federal and state laws and regulations, including but not limited to FERPA, FERPA regulations, HIPAA, HIPAA regulations, and the HITECH Act may also protect TWC.

19. Unauthorized Lookup: Shall not access TWC Information listed under the employee's Social Security number (SSN) or the SSN of a co-worker, family member, or friend.
20. Screening: Permit access to TWC Information only to employees that the Board or Board subrecipient has determined poses no threat to the security of TWC Information.
21. Internet: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not transmit any TWC Information over the Internet unless it is encrypted using TWC approved encryption standards.
22. No Transfer: Board and Board subcontractor shall not transfer the authority or ability to access or maintain TWC Information under this Agreement to any other person or entity.
23. Resource Access Control Facility (RACF) Manager: The Board shall designate an initial RACF Manager and any subsequent RACF Managers in writing to the Agency. All designated RACF Managers must execute a P-41 Texas Workforce Commission Information Resources Usage Agreement, and complete Security Training and Agency RACF Manager Training ("Manager Training"). The Agency will not authorize access to a designated RACF Manager until Agency RACF Administration has received copies of the designee's Training Certificate, certificate of completion of Manager Training ("Manager Training Certificate") and completed a P-41 Texas Workforce Commission Information Resources Usage Agreement. The RACF Manager shall create a written report within fifteen (15) calendar days after the end of each month, listing all Users authorized for online access at any time during the previous month including the unique identifier and work address of each User. The RACF Manager shall immediately terminate access of any User no longer employed by the Board or Board subrecipient or any User whose job responsibilities no longer require access to TWC Information. The RACF Manager shall provide a copy of all reports, and a list of the names, unique identifiers, and work addresses of all current Users, with P-41 Texas Workforce Commission Information Resources Usage Agreements and copies of Training Certificates attached, at any time upon Agency request. A unique identifier may be used on all reports in lieu of SSN provided that the User SSN is available upon request. The Board shall be responsible for ensuring that each RACF Manager complies with the provisions of this Agreement and shall be liable and responsible for all actions of each RACF Manager.

The RACF Manager shall provide a copy of all reports and a list of external agencies and community partners with P-48 TWC Systems Access and Data Security Report for Other Agencies and Community Partners, at any time upon Agency request.

PART 7 ATTACHMENTS

This page is left intentionally blank.

ATTACHMENT A –LETTER OF INTENT TO BID

Reference: RFA Web-Based labor Market Information Services 320-15-2402

Entities interested in submitting a proposal for this RFA may submit this Letter of Intent to Bid by Friday, May 17, 2024, 4:00 PM. The Letter of Intent To Bid must be uploaded on the WSRCA bonfire hub at: <https://workforcesolutionsreca.bonfirehub.com>.

It is our intent to submit a proposal in response to the above referenced RFA.

| | |
|-----------------------|--|
| Name: | |
| Company Name: | |
| Address: | |
| City, State & Zip: | |
| Contact Phone Number: | |
| E-Mail Address: | |
| | |

Signature of Authorized Representative

Date

Typed Name and Title of the Authorized Representative

Typed Name of the Company

ATTACHMENT B – PROPOSAL COVER SHEET
Web-Based Labor Market Information Services 320-15-2402

| | |
|---|---|
| Legal Name of Proposing Entity | |
| Mailing Address | |
| Authorized Contact/ Signatory Authority | |
| Phone Number | |
| Fax Number | |
| E-Mail | |
| Type of Organization | Private for-profit Private non-profit Government Agency Partnership Sole Proprietor/Entity Other (specify) |
| Amount of Bid | |
| Federal EIN | |
| Texas State Comptroller ID Number | |
| Firm License Number and State | |
| Historically Underutilized Business? | Yes (if yes, attach current certificate) No |
| Proposal Authorization I, the undersigned, hereby certify and warrant that I am fully authorized to submit this proposal on behalf of the organization represented and to legally bind the organization to all the terms, performances, and provisions as herein set forth. | |
| Submitting a proposal for: | Web-Based Labor Market Information Services <input type="checkbox"/> |
| Typed Name & Title of Authorized Signatory | |
| Signature | |
| Date | |

ATTACHMENT C – RESPONSE CHECKLIST/ORDER OF SUBMISSION

1. Confirm you are providing the requested information (yes or no).
2. To ensure reviewers can easily identify your answer, please list the proposal page that contains each response.

| Part 1: Proposal Submission | In Proposal (Yes/No) | Page # |
|--|-----------------------------|---------------|
| Attachment A –Submission Copy Letter of Intent to Bid | | |
| Attachment B - Proposal Cover Sheet | | |
| Attachment C - Response Checklist/Order of Submission | | |
| Attachment D - Certification of Proposer | | |
| Table of Contents | | |
| Executive Summary | | |
| Proposal Narrative & Forms | | |
| Organizational Chart(s) | | |
| Job Descriptions of Key Staff | | |
| Resumes Key Staff | | |
| Sub-Agreements (partnerships, consortiums etc.), if applicable | | |
| Certification of Historically Under-utilized Business, if applicable | | |
| Attachment E Certification Regarding Lobbying | | |
| Attachment F Certification Regarding Debarment | | |
| Attachment G Certification Regarding Drug-Free Workplace | | |
| Attachment H Certification Regarding Texas Corporate Franchise Tax | | |
| Attachment I Certification Regarding Conflict of Interest | | |
| Attachment J Certification of State Assessment | | |
| Attachment K Certification of Compliance TX Family Code 231.006 | | |
| Attachment L Non-Discrimination Certification | | |
| Attachment M TWC Undocumented Worker Certification | | |

ATTACHMENT D. – CERTIFICATION OF PROPOSER

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided and the administrative, management and financial systems of this organization. I certify that no employee of Workforce Solutions Rural Capital Area has assisted in the preparation of this proposal.

I acknowledge that I have read and understand the requirements and provisions of the RFA and that the organization will comply with applicable local, state, and federal regulations and directives in the implementation of the program. I also certify that I have read and understand the Governing Provisions and Limitations (Section 2.25) and the Administrative Requirements and Other Limitations (Section 2.26) presented in this RFA and will comply with the terms.

This proposal is a firm offer for a minimum of 90 days.

I, _____, certify that I am the
(Typed Name)

_____ of the corporation, partnership, organization, or
other
(Typed Title)

entity named as Respondent herein and that I am authorized to sign this proposal and submit it to the Workforce Solutions Rural Capital Area Workforce Board on behalf of said organization by authority of its governing body.

(Signature)

(Address)

(Phone)

Subscribed and sworn to before me this _____ day of _____
_____, 2024, at _____, _____ County, State of _____.

Notary Public in and for _____ County, _____.

SEAL

ATTACHMENT E – CERTIFICATION REGARDING 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 Education (34 CFR part 82), Department of Health and Human Services (45 CFR part 93). Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement 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, or 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 Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant local, or cooperative agreement.
2. If any funds other than Federal appropriated funds have 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 the 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.
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.

This certification is a material representation of the 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, U.S. 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.

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT F – CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 29CFR Part 98, Section 98.510 Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (Pages 19160 19211).

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by Federal department or agency. Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

The undersigned proposer certifies that neither it nor its principals:

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. Have not within a three-year period preceding this contract 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 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;
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,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.
5. Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Signature of Authorized Official

Date

Name, Title

Name of Organization

ATTACHMENT G –CERTIFICATION REGARDING 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 Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Offeror's policy of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Providing each employee with a copy of the Contractors policy statement.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the policy statement, and
 - 2. Notify the employer of any criminal drug statutes conviction for a violation occurring in the workplace no later than five working days after such conviction.
- E. Notifying the Workforce Solutions Rural Capital Area Board within 10 days of Contractors receipt of a notice of a conviction of an employee; and,
- F. Taking one of the following actions, within 30 days of receipt of notice under subparagraph D.2. with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement, or other appropriate agency.

OFFEROR STATEMENT OF COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT OF 1988

Offeror will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the Offeror's premises or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with the policy.

These certifications are a material representation of the 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 this transaction.

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT H – TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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

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

Indicate the certification that applies:

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.

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT I – CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this proposal, Proposer covenants and affirms that:

- 1. No manager, employee or paid consultant of the Proposer is a member of the Board, the Chief Executive Officer, or an employee of Workforce Solutions Rural Capital Area.
- 2. No manager or paid consultant of the Proposer is married to a member of the Board, the Chief Executive Officer, or an employee of Workforce Solutions Rural Capital Area.
- 3. No member of the Board, the Chief Executive Officer or employee of Workforce Solutions Rural Capital Area owns or controls more than a 10 percent interest in the Proposer.
- 4. No spouse or member of the Board, Chief Executive Officer or employee of Workforce Solutions Rural Capital Area is a manager or paid consultant of the Proposer.
- 5. No member of the Board, the Chief Executive Officer or employee of Workforce Solutions Rural Capital Area receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- 6. Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- 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 Workforce Solutions and shall immediately refund to Workforce Solutions 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 Workforce Solutions relating to that contract.

Disclosure of Potential Conflict of Interest (Please Describe):

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT J – STATE ASSESSMENT CERTIFICATION

Offerors must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Offerors must also certify that they have not outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the Offeror certifies that the following statements are true and correct and that the undersigned understands that making a false statement will prevent **WSRCA** from contracting with the organization.

The corporation certifies, by checking the boxes below, 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.

Signature

Date

Typed Name and Title

Name of Organization

**ATTACHMENT K – CERTIFICATE OF COMPLIANCE WITH TEXAS
FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD SUPPORT**

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the proposal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated, and payment may be withheld if this certification is not true and accurate.

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT L –IMPLEMENTATION OF THE NON-DISCRIMINATION & EQUAL OPPORTUNITY PROVISIONS AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOS)

As a condition to the award of financial assistance from the Department of Labor (DOL) under Title I of the Workforce Innovation and Opportunity Act (WIOA), the bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 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 bidder 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 bidder’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 bidder understands that the United States has the right to seek judicial enforcement of this assurance.

Applicant’s signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Signature

Date

Typed Name and Title

Name of Organization

ATTACHMENT M - UNDOCUMENTED WORKER CERTIFICATION

Effective September 1, 2007, HB 1196 amended Subtitle F, Title 10, of the Texas Government Code to add Subsection 2264. Chapter 2264 directs public agencies, state or local taxing jurisdictions, and economic development corporations (public entities) to require that any business applying to receive public subsidies include in the application a statement certifying that the business, or branch, division or department of the business does not and will not knowingly employ an undocumented worker.

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

Penalties incurred by business grantees shall be assessed damages at a rate of 20% of contract award. Said damages shall be made payable to WSRCA Capital Area within 120 days of receiving the notice of violation.

DEFINITION OF TERMS

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.

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.

Certification - Contractor certifies that no undocumented workers will be employed during the execution of this contract. By the signature indicated below, the contractor verifies their understanding of the terms and conditions of this requirement.

Signature

Date

Typed Name and Title

Name of Organization