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## 

**REQUEST FOR BID**

**FOR**

**COMMERCIAL HVAC PREVENTIVE MAINTANENCE SERVICES**

**FOR**

**RURAL CAPITAL AREA WORKFORCE DEVELOPMENT BOARD INC.**

**d.b.a.**

**WORKFORCE SOLUTIONS RURAL CAPITAL AREA**

**RFB #320-15-2502**

**Issue Date: Thursday, September 11, 2025**

**Response Deadline: Friday, September 26, 2025, 12:00 pm CST**

**RFB links:**

ESBD Website <https://www.txsmartbuy.gov/esbd?&page=1&agencyNumber=A1991>

WSRCA website <https://workforcesolutionsrca.com/procurement>.

Workforce Solutions Rural Capital Area is an Equal Opportunity Employer/Program

Auxiliary Aids and Services are available upon request to individuals with disabilities.

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, Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson Counties. Information on WSRCA services may be found at <https://workforcesolutionsrca.com>.

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.

# PART 2 - PROPOSAL INFORMATION

## **2.1 Purpose** **of Request For Bids**

Workforce Solutions Rural Capital Area (WSRCA) is requesting bids from Texas HVAC Licensed and Experienced Commercial Businesses for Commercial HVAC Preventive Maintenance Services for 11 offices. WSRCA prefers one HVAC business to serve all 12 offices, however bids for one or more of the offices are welcome.

The Board’s offices are in Bastrop, Burnet, Cedar Park (2)– Board office, 2 suites and a second location, Giddings, LaGrange, Llano, Lockhart, Round Rock, San Marcos and Taylor.

## **2.2 Definitions**

For this solicitation:

1. The words “Bidder,” “Offeror,” and “Proposer” are interchangeable and shall refer to an entity submitting a proposal in response to this RFB.
2. 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 RFB.
3. The term “Contractor” shall refer to entities awarded and entering a formal contract with WSRCA.

## **2.3 Procurement Standards**

This REQUEST FOR BID (RFB) provides a uniform method for the procurement of specified services, providing for full and open competition. The services solicited under this RFB are provided under the Professional and Consulting Services Method outlined in Chapter 14 of the TWC Financial Manual for Grants and Contracts (FMGC).

The RFB contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFB.

An award will be made only to a proposer possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract. This RFB is not to be construed to be 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.

## **Applicable Authorities**

All contracts with WSRCA 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 statues, regulations, policies, and guidance as presently in effect and may become effective during this Award.

## **Equal Opportunity/Non-Discrimination**

As a condition of the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures us that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act 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 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, prohibits discrimination against qualified individuals with disabilities.
* The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age.
* Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination of the basis of sex in education programs.
* The proposer also assures us that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially 14 assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title financially assisted program or activity.
* In addition, the proposers’ assurance that it will fully comply with the nondiscrimination and equal opportunity provisions of the following:
  + The Americans with Disabilities Act of 1990, as amended.
  + The Non-Traditional Employment for Women Act of 1991, as amended.

## **Eligible Proposers**

Proposers possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with the Board may respond to this RFB.

Eligible proposers include those licensed in the State of Texas to provide HVAC services and experienced per the Scope of Work in this RFB. Minority, disadvantaged, veteran and/or women-owned businesses that are certified by the State as Historically Underutilized Businesses are encouraged to respond to this RFB.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency are not eligible to respond to this RFB or receive a contract.

## **Proposer Qualifications & Competencies**

The Board is seeking proposals with the following qualifications:

1. Licensed HVAC in the State of Texas.
2. Demonstrated experience providing services in scope and size as listed in Part Four Scope of Work.
3. Capacity and demonstrated ability and experience to perform exceptionally under the terms and conditions of a contract with the Board are encouraged to respond.

## **Procurement Process**

WSRCA will post the Request For Bids (RFB) 320-15-2502, all updates, and responses to questions, to the Texas Smart Buy Electronic State Business Daily (ESBD) <https://www.txsmartbuy.gov/esbd?&page=1&agencyNumber=A1991> and the WSRCA website <https://workforcesolutionsrca.com/procurement>. It is the responsibility of each proposer to periodically check the websites for updates.

## **Point of Contact**

The WSRCA point of contact for this solicitation is Nellie Reyes, Director of Procurement and Contract Administration. Proposals and questions will be submitted to Nellie Reyes at [board.procurement@ruralcapital.net](mailto:board.procurement@ruralcapital.net) per the timeline listed in the procurement schedule below.

## **Procurement Schedule**

The following schedule is subject to change at the discretion of WSRCA. Changes will be posted to the ESBD and WSRCA Websites.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Date** | **Time** |
| RFB Release Date | Thursday, September 11, 2025 |  |
| Proposals Due Date | Friday, September 26, 2025 | 12:00 PM |
| Evaluation Period & Selection | September 29-30th |  |
| Tentative Award Announcement | September 30, 2025 |  |
| Contract Start Date on or about | October 1, 2025 |  |

## **Proposal Submission Due Date**

Proposals are due Friday, September 26, 2025, 12:00 pm to Nellie Reyes, Director of Procurement at [board.procurement@ruralcapital.net](mailto:board.procurement@ruralcapital.net). The proposals must meet the

format requirements described in Part 6, Proposal Preparation and Submission.

Proposals not meeting the submission requirements will not be eligible for evaluation.

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 proposals or amendments received after the specified deadline will not be considered for review and will be deemed late and non-responsive.

## **Withdrawal of Proposals**

A submitted proposal may be withdrawn at any time prior to the scheduled due date

by sending a request to Nellie Reyes at [board.procurement@ruralcapital.net](mailto:board.procurement@ruralcapital.net). A

withdrawn proposal will not be considered for review or award and will become

the property of WSRCA.

## **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 statues, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. Proposals submitted in response to the RFB 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 RFB until a final agreement is awarded. Upon execution of a final agreement, the Board will consider all information documentation, and other materials requested to be submitted in response to this RFB to be of a non-confidential and non-propriety 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.

# PART 3 - CONTRACT INFORMATION

## **Award**

This is a competitive procurement utilizing the Request For Bids (RFB) method. The proposals most advantageous to WSRCA in terms of proposer’s qualifications and bids will be recommended for contract negotiations. An award will be given to an eligible business possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract with WSRCA.

## **Contract Period**

The Board intends to negotiate a contract with the successful bidder for an initial period of one (1) year, beginning on or after October 1, 2025, and ending September 30, 2026, with an option to renew annually for up to three additional terms based on performance, need, funding availability, and on the Contractor’s performance, compliance. WSRCA reserves the right to terminate any contract prior to, or extend the end date, at any time based on Contractor performance.

## **Funding**

WSRCA reserves the right to negotiate fees and costs with any vendor who is qualified. Funding for the contract agreement is made possible from Federal and State workforce program allocations contracted to WSRCA through the Texas Workforce Commission. Any contract award resulting from this RFB will be subject to early termination in the event Federal and/or State funding from Texas Workforce Commission is terminated or reduced to aa level where 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.

## **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.

# PART 4 - SCOPE OF WORK

## **4.1 Deliverables**

WSRCA is requesting the following comprehensive Commercial HVAC Preventive Maintenance Services for each of the eleven workforce offices to ensure HVAC units are running efficiently and to help prevent repair orders by identifying any potential issues upfront and addressing them through preventive maintenance.

**Warranty and Post-Service Support – Maintenance Services** As part of this procurement for HVAC maintenance services, vendors are required to provide detailed information regarding warranty and post-service support policies. Specifically, the proposal must address the following:

1. The warranty coverage provided for maintenance work performed, including labor and any replacement parts used during routine service.
2. Procedures for reporting and resolving any HVAC issues that arise **after a scheduled maintenance visit** has been completed.
3. Preventive Maintenance Services
4. Change air filters quarterly (4)
5. Change belts as needed
6. Provide belts and air filters
7. Audio and visual check during additional filter changes
8. Check evaporator and condensing unit coils and clean coils as necessary
9. Check/clean condensation lines
10. Change belts during spring
11. Check HVAC motor capacitors to ensure they are within their rating
12. Identify potential issues
13. Refrigerant Containment Service
14. Conduct a leak test and report needed repairs on any equipment found low on refrigerant in accordance with all federal, state, and local regulatory guidelines.
15. HVAC Unit Tune-Up (Bi-annually)
16. Check all electrical components, amp draw and voltage reading
17. Ensure electrical component connections are secure and without corrosion
18. Check and clear drain lines
19. Test controls of air conditioning unit including thermostat, relays and compressor
20. Thermostat Re-calibration - ensure correct settings for comfort and energy efficiency
21. Filter Replacement - change the air filter to maintain airflow and cooling efficiency
22. Clean outside condenser coil
23. Lubricate moving parts to prevent wear
24. Check refrigerant levels (Refrigerant Monitoring)
25. Check temperature split
26. Conduct visual inspection of duct work and unit
27. Inspect burner, flame sensor and heat exchanger
28. Inspect gas units for any leaks
29. Inspect Blower motor and inducer motor
30. Service Documentation
    1. Coordinate services with WSRCA Contacts
    2. Obtain prior approval for all repairs

c) Provide documentation of services provided

d) Provide notice prior to scheduled visits

e) Provide calendar with scheduled visits for each location

f) Provide detailed estimates for all potential workorders

g) Submit invoices after each service, names of each office, date of service for each location and cost per office/ or quarterly rate

1. Supplemental Repair Services
2. List of any supplemental HVAC services available to WSRCA such as plumbing and electrical services and discounts for HVAC repair services.
3. Warranty services coverage for labor, materials, equipment
4. The warranty coverage provided for maintenance work performed, including labor and any replacement parts used during routine service.
5. Procedures for reporting and resolving any HVAC issues that arise **after a scheduled maintenance visit** has been completed.
6. HVAC Service Costs
7. Costs for the services requested above
8. Costs for request for HVAC repair services
9. Office Locations
   1. Provide HVAC services for the offices listed in the chart.

# PART 5 - PROPOSAL REVIEW AND EVALUATION PROCESS

## **Proposal Review and Evaluation**

The selection of award of a contract resulting from this RFB 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; and ability to meet the requirements and expectations of this RFB.

## **Evaluation Process**

The evaluation process will consist of the following:

1. All proposals received by the submission deadline will be reviewed for initial responsiveness to the compliance, requirements, technical specifications, and other criteria of the RFB conducted by the Board staff.
2. All proposals deemed “responsive” will be evaluated/scored by a designated review team. Proposals will be evaluated on specific criteria using a standardized instrument.
3. Selection and Award of a contract will be made based on demonstrated competence and qualifications per the evaluation criteria.
4. Costs are deemed fair and reasonable, are consistent with stated services.
5. Proposal will be scored independently by each evaluator. The evaluation results will be ranked based on the average scores of the evaluation team.
6. Board staff may conduct a verification of references in the proposals.
7. Presentations of scoring and recommendations to the CEO.
8. Final selection and award of contract shall be made by the CEO.
9. Select proposers may be requested to participate in a question-and-answer session with the Board as part of their deliberations.
10. 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.

## **Evaluation Criteria**

Proposals must achieve an overall score of 70 to be considered for selection and award of funds. Proposals will be evaluated based on proposer’s responses to questions asked and information requested in this RFB.

**The evaluation criteria and point values are as follows:**

| **Criteria** | **Points** |
| --- | --- |
| Demonstrated Capabilities & Qualifications | 20 |
| HVAC Preventive Maintenance Services | 30 |
| Warranty Services | 20 |
| Bid-Budget | 30 |

HUB 5

A certified Historically Underutilized Business (HUB) will receive 5 additional bonus points for a total of 105 points. 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.

# PART 6 - PROPOSAL PREPARATION AND SUBMISSION

## **Instructions for Submitting a Proposal-Bid**

Prepare the proposal in 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. Ensure all documents are legible.

The proposal including attachments should be in one document, not attached as

several individual documents and in the order listed in 6.3 Proposal Submission Order. Any confidential or proprietary information should be clearly marked as such.

Proposals must be submitted to Nellie Reyes [board.procurement@ruralcapital.net](mailto:board.procurement@ruralcapital.net).

Proposals and/or amendments will be deemed non-responsive and not considered for review or award if they are submitted after the RFB deadline, Friday, September 26, 2025, 12:00 PM. Emphasis must be placed on addressing all the requirements of this RFB in a clear and concise manner. All documents submitted must be legible, complete, and fully assembled.

## **Proposal Validity Period**

Proposals submitted in response to this RFB 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.

## **Proposal Submission Order**

The proposal must be submitted with all required documents assembled and clearly marked in accordance with Attachment A Response Checklist/Order of Submission.

ATTACHMENT A RESPONSE CHECKLIST ORDER SUBMISSION

Use the checklist to ensure documents and information are included in the order listed on the checklist. Include the Checklist as the first document.

ATTACHMENT B 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.

ATTACHMENT C CERTIFICATION PROPOSER & SIGNATORY AUTHORITY

This form signed by the signatory authority certifies the proposal information is true and correct.

TABLE OF CONTENTS

Proposals must include a Table of Contents Items must be in the order specified on Attachment A Response Checklist.

## **Proposal Response**

Proposers should address each statement for each criterion to provide a complete description of the proposed plan for providing Commercial HVAC Prevention Maintenance Services as listed in Part 4. Scope of Work. and Exhibit B. WSRCA Office Locations Chart. Narrative responses for each item should be clear, concise, and relevant.

Please respond and label each area in the same order as provided below. 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 Capabilities & Qualifications (20 points)**

1. Number of Years of Commercial HVAC Experience.
2. Commercial HVAC License Number.
3. Have you previously provided HVAC services for WSRCA: Y N
   1. If yes, how many years: and provide the period.
4. Number of employees.
5. Experience level of employees.
   1. Describe the experience level of staff providing general preventive services.
   2. Describe the experience of the staff providing the HVAC Unit Tune-Up services.

**Commercial HVAC Preventive Maintenance Services (30 Points)**

1. List the office locations you propose to service from the WSRCA Office Locations Chart.
2. Provide a proposed maintenance calendar for the office locations you propose to serve.
3. Describe the preventive maintenance services your business will provide, reference to the Scope of Work.
4. Describe any additional services you provide that **are not** listed in the Scope of Work.
5. Describe any supplemental HVAC service you provide, reference the Scope of Work.
6. Describe how your HVAC preventive services will prevent future HVAC repair services for WSRCA offices.

**Warranty Services (20 Points)**

Describe clear details regarding warranty coverage for all labor, materials, and equipment supplied or serviced under a contract.

1. Describe the warranty coverage provided for maintenance work performed, duration and scope of warranty coverage for all services performed.
2. Describe the procedures for reporting and resolving issues that arise **after service has been completed**.
3. Describe the response time expectations for warranty-related callbacks.
4. Describe any exclusions or conditions that may limit or void the warranty.
5. Describe whether subsequent visits are required to address post-service issues are covered under the warranty or billed separately.

**Bid-Budget (30 points)**

1. Provide the cost of an annual Commercial HVAC Preventive Maintenance Plan, reference the number of offices from Exhibit B. WSRCA Office Locations Chart.
2. Provide the cost for supplemental HVAC services you provide.
3. Provide the cost, discount fees if any for warranty repairs.

**Historically Underutilized Business / Bonus (5 bonus points)**

1. Provide a statement if your organization is a HUB.
2. HUBs must attach a copy of the notice of certification to be eligible for these points. Copy of HUB Certification must be attached in accordance with Attachment A Response Checklist.

**TOTAL POSSIBLE POINTS 105 Points**

## **Selection and Award Announcement**

WSRCA will officially select and award a 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.

## **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 process in Part 7. Exhibit B. Inquiry And Appeal Process.

# PART 7 - EXHIBITS

This section provides two exhibits important to the RFB. Proposers are responsible for reviewing each of the exhibits.

Exhibit A – Inquiry And Appeal Process

Exhibit B WSRCA Office Locations Chart

# PART 8 - ATTACHMENTS

This section provides the attachments to complete and submit with the proposal and bid.

# EXHIBIT A – INQUIRY ANY 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.

**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. See Exhibit B Appeals Process for additional information and guidance.

**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 RFB, 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 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.

# EXHIBIT B WSRCA OFFICE LOCATIONS CHART

|  |  |  |  |
| --- | --- | --- | --- |
| **Offices** | **Office Location** | **# of Air Vents** | **# HVAC Units** |
| **Board Office**  **Suite 200**  8am–5pm M–F | 701 E. Whitestone Blvd.  Cedar Park, Texas 78613  (512) 244-7966 | 13 20X20X1 |  |
| **Board Office Suite 210**  8am–5pm M–F | 701 E. Whitestone Blvd.  Cedar Park, Texas 78613  (512) 244-7966 | 8 20X20X1  2 24X30X1 |  |
| **Child Care Office**  8am–5pm M–F | 1101 Arrow Point Dr #401  Cedar Park, TX 78613  [(512) 260-1937](https://www.google.com/search?q=workforce+center+child+care+office+arrow+point+dr+cedar+park&rlz=1C1GCEU_enUS1016US1016&oq=workforce+center+child+care+office+arrow+point+dr+cedar+park&aqs=chrome..69i57j69i64.7880939j0j15&sourceid=chrome&ie=UTF-8) | 6 16X25X2 |  |
| **Bastrop Workforce Center**  8am–5pm M–F | 53 Loop 150 West  Bastrop, TX 78602  (512) 303-3916 | 1 20X20X1  1 16X20X1  4 16X25X2 |  |
| **Burnet Workforce Center**  8am–5pm M–F | 1001 West Buchanan Dr. Suite 1 Burnet, TX 78611 [(512) 756-6769](tel://(512)%20756-6769) | 3 20X25X1 |  |
| **Giddings Workforce Center**  8am–5pm M–F | 164 West Austin Street  Giddings, TX 78942  (979) 542-1740 | 2 24X24X1  4 20X20X1 |  |
| **LaGrange Workforce Center**  8am–5pm M–F | 851 S Reynolds St La Grange, TX 78945  [(979) 968-8553](tel://(979)%20968-8553) | 1 20X36X1  1 20X24X1 |  |
| **Llano Workforce Center**  8am–5pm M–F | 120 Dallas St Llano, TX 78643 | 4 20x20x1 |  |
| **Lockhart Workforce Center**  8am–5pm M–F | 1711 South Colorado Street  Unit G Lockhart, TX 78644 [(512) 398-3491](tel://(512)%20398-3491) | 2 20X31X1 |  |
| **Round Rock Workforce Center**  8am–5pm M–F | 575 Round Rock West Dr  Building H, Suite 240 Round Rock, TX 78681 [(512) 244-2207](tel://(512)%20244-2207) | 25 20X20X1 |  |
| **San Marcos Workforce Center**  8am–5pm M–F | 4794 Transportation Way Building 5, Suite 500 San Marcos, TX 78666 [(512) 392-1291](tel://(512)%20392-1291) | 6 20x20x1  1 16x20x1  2 20x22x1 |  |
| **Taylor Workforce Center**  8am–5pm M–F | 111 W. 3rd Suite 200  Taylor, Texas 76574 | 4 20x20x1 |  |

# ATTACHMENT A – RESPONSE CHECKLIST/ORDER OF SUBMISSION

1. Confirm the requested information is included by noting Yes or No.
2. To ensure reviewers can easily identify your answer, please list the proposal page that contains each response on Page# column.

|  |  |  |
| --- | --- | --- |
| **Part 1: Proposal Submission** | **Included**  **Yes/No** | **Page #** |
| Attachment A – Response Checklist/Order of Submission |  |  |
| Attachment B – Proposal Cover Sheet |  |  |
| Attachment C - Certification Proposer & Signatory Authority |  |  |
| Table of Contents |  |  |
| Executive Summary |  |  |
| Organizational Chart |  |  |
| Proposal Narrative & Forms |  |  |
| Attachment D - Business References Form |  |  |
| HVAC License |  |  |
| Certificate of Liability |  |  |
| Certification of Historically Under-utilized Business, if applicable |  |  |
| Attachment E - Certification Regarding Lobbying, Debarment, Drug Free |  |  |
| Attachment F - Certification Regarding Texas Corporate Franchise Tax |  |  |
| Attachment G - Certification Regarding Conflict of Interest |  |  |
| Attachment H - Certification of State Assessment |  |  |
| Attachment I - TWC Undocumented Worker Certification |  |  |
| Attachment J - Texas Sales & Use Tax |  |  |
| Attachment K – Texas Family Code Compliance Child Support |  |  |
| Attachment L - Non-Discrimination & Equal Opportunity |  |  |
| Attachment M – Governing Provisions and Limitations |  |  |
| Attachment M -Administrative Requirements and Other Limitations |  |  |

# ATTACHMENT B – PROPOSAL COVER SHEET

**COMMERCIAL HAVC PREVENTIVE MAINTENANCE SERVICES 320-15-2502**

|  |  |
| --- | --- |
| **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:** | **HVAC PREVENTIVE MAINTENANCE SERVICES** |
| **Typed Name &**  **Title of Authorized Signatory** |  |
| **Signature** |  |
| **Date** |  |

# ATTACHMENT C - CERTIFICATION PROPOSER & SIGNATURE AUTHORITY

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 RFB 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 Attachment M Governing Provisions and Limitations and the Attachment N Administrative Requirements and Other Limitations presented in this RFB 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

(Typed Title)

other 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. I am the signatory authority.

(Signature)

(Address)

(Phone)

Subscribed and sworn to before me this day of

, 2025 , at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of \_\_\_\_\_\_\_\_\_\_\_\_\_.

Notary Public in and for County, \_\_\_\_\_\_\_\_\_\_\_\_\_.

SEAL

# ATTACHMENT D - BUSINESS REFERENCES FORM

**REFERENCE #1:**

|  |  |
| --- | --- |
| Company Name |  |
| Contact Name |  |
| Address, City, State, Zip |  |
| Phone Number |  |
| Fax Number |  |
| E-•-Mail Address |  |
| Types of Insurance Services Provided |  |
| Contract Term (To/From) Dates |  |

**REFERENCE #2:**

|  |  |
| --- | --- |
| Company Name |  |
| Contact Name |  |
| Address, City, State, Zip |  |
| Phone Number |  |
| Fax Number |  |
| E-•-Mail Address |  |
| Types of Insurance Services Provided |  |
| Contract Term (To/From) Dates |  |

**REFERENCE #3:**

|  |  |
| --- | --- |
| Company Name |  |
| Contact Name |  |
| Address, City, State, Zip |  |
| Phone Number |  |
| Fax Number |  |
| E-•-Mail Address |  |
| Types of Insurance Services Provided |  |
| Contract Term (To/From) Dates |  |

# ATTACHMENT E – CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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).

The undersigned contractor certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor 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.

(4) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default. 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.

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:

(1) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

(2) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace.

(3) Providing each employee with a copy of the Contractor's policy statement.

(4) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy

statement and notifying the Contractor in writing within five days after any conviction fora violation by the employee of a criminal drug statute in the workplace;

(5) Notifying Workforce Solutions within ten days of Contractor's receipt of a notice of a conviction of an employee; and,

(6) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction.

Signature of Authorized Official Date

Name, Title Name of Organizat

# ATTACHMENT F – 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 contract award and is grounds for contract 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 G – 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 H – 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 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 I - 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

**ATTACHMENT J - TEXAS SALES AND USE TAX**

Pursuant to §2155.004, Government Code, the Rural Capital Area Workforce Development Board, Inc. may not award a grant to any individual residing in this state or business entity not incorporated in, or whose principal domicile is not in this state, unless the individual or business entity:

* Holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing because of the individual’s or entity’s business in this state; or
* Certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

The undersigned authorized representative of the CONTRACTOR herein certifies that it (indicate which statement that applies to your business entity):

\_\_\_\_\_\_\_ Holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing because of the individual’s or entity’s business in this state; or

\_\_\_\_\_\_\_ Does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Typed Name and Title of Authorized Representative

Signature Date

# 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

Organization

**ATTACHMENT L. CERTIFICATION REGARDING IMPLEMENTATION OF THE NON-DISCRIMINATION & EQUAL OPPORTUNITY PROVISIONS AND THE WORKFORCE INNOVATON AND OPPORTUNITY ACT (WIOA)**

As a condition for 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 us 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 based on race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries based on 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 basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, 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 us 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, Organization

# ATTACHMENT M. GOVERNING PROVISIONS AND LIMITATIONS

The following are the conditions that apply to this RFB 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 4 Scope Of Work; however, the Board is under no legal requirement to execute a contract based on any proposal received.

1. Failure to comply with any of the provisions of this RFB may cause a proposal to be disqualified and rejected from consideration.
2. All proposals submitted to WSRCA become the exclusive property of WSRCA.
3. The proposal, if accepted, will become the basis for the contract Scope Of Work.
4. This RFB 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.
5. WSRCA reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFB in part, or its entirety.
6. This is a negotiated procurement utilizing the Request For Bids based on requirements to be in the best interest of and most advantageous and Best value to the Board.
7. WSRCA reserves the right to extend, shorten, increase, or decrease any contract awarded because of this RFB.
8. WSRCA reserves the right to request additional information, clarification, or explanation for any aspect of a response to this RFB.
9. WSRCA reserves the right to waive any defect in this procurement process or to correct error(s) and/or make changes to this solicitation it deems necessary. WSRCA will provide notification of any changes to all known Offerors.
10. WSRCA reserves the right to negotiate the final terms of all contracts or agreements with selected proposer. Any contract terms negotiated because of this RFB may be renegotiated and/or amended to successfully meet the needs of WSRCA.
11. 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 RFB.
12. WSRCA reserves the right to impose additional requirements and refinements to the terms and conditions, and scope of work, during the contract term.
13. Any entity and/or each entity of a partnership or consortium selected for funding under this RFB 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.
14. WSRCA reserves the right to withdraw an award of any contract based on unsatisfactory results of the pre-award survey.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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. Any damages accrued to WSRCA because of a successful proposer’s failure to contract with WSRCA may be recovered from the proposer.
20. A contract with a selected proposer may be withheld, at the sole discretion of WSRCA, if 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.
21. 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.
22. 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.
23. Respondents must intend to fulfill all representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of a contract.

# ATTACHMENT N. ADMINISTRATIVE REQUIREMENTS AND OTHER LIMITATIONS

1. WSRCA will provide any information that is specific to WSRCA, and the requirements listed in Part 4. Scope of Work.
2. Private for-profit corporations submitting a proposal must include a statement signed by an authorized representative of the corporation authorizing submission of a proposal.
3. 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.
4. 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>.