



## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

## **TEMPORARY STAFFING AGENCY**

**ISSUED May 1, 2023**

**Proposal must be received no later than  
12:00 P.M., CST, on June 16, 2023  
Absolutely No Exceptions**

To obtain a copy of the RFP, send an email to [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com) or download a copy from the website: <https://cect-tx.com/procurement>.

Equal Opportunity Employer/Program

Auxiliary aid and services are available upon request to individuals with disabilities. Telephone access is available by dialing **Relay Texas**: 1-800-735-2989 and 1-800-735-2988 or 7-1-1 (Voice).

Historically Underutilized Businesses (HUB's) are encouraged to apply.

# Temporary Staffing Services

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**Request for Proposals**  
**Temporary Staffing Services**  
**May 1, 2023**

**SECTION 1 – OVERVIEW**

**1.1 BACKGROUND**

CECT Workforce Solutions, LLC (CECT) is a private management company, and its' corporate office is located in Corpus Christi, Texas. CECT currently receives federal and state funding from Workforce Solutions of West Central Texas for the management and operations of the Workforce Centers.

Currently, CECT serves job seekers and employers in the following Workforce Centers:

Workforce Solutions of West Central  
Texas  
**Taylor County**  
500 Chestnut, Suite 1100  
Abilene, TX 79602

Workforce Solutions of West Central  
Texas  
**Nolan County**  
TSTC Graphics Building  
246 Home K. Taylor Drive  
Sweetwater, TX 79556

Workforce Solutions of West Central  
Texas  
**Eastland County**  
112 S. Seaman St.  
Eastland, TX 76448

Workforce Solutions of West Central  
Texas  
**Brown County**  
305 Booker St.  
Brownwood, TX 76801

For additional information regarding Workforce Solutions of West Central Texas, please visit <https://wfswct.org>.

**1.2 FUNDING SOURCES**

CECT currently receives federal and/or state funding from the West Central Texas workforce board as follows:

- Workforce Innovation and Opportunity Act (WIOA)
- Temporary Assistance to Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP)
- Wagner-Peyser Employment Services (ES)
- Trade Act Activity (TAA)
- Veterans Employment Services
- Vocational Rehabilitation Services
- Child Care Services
- Workforce Opportunity Services (Military Spouses)

WFSWCT receives federal and non-federal funds that support this project as outlined below:

<b>Funding Source</b>	<b>Amount</b>	<b>Percentage</b>
Federal	\$4,315,368	80.50%
Non-Federal	\$1,045,455	19.50%
Total	\$5,360,823	100.00%

### **1.3 PURPOSE OF RFP**

CECT utilizes temporary staffing services to fill short-term, long-term and temp-to-regular staffing assignments in the West Central Texas area. We hire qualified individuals to assist center staff complete specific projects or fill in employment gaps due to employee turnover or leave of absences (vacation, sick leave, etc.).

CECT is seeking to contract with qualified Temporary Staffing Agencies with expertise in expeditiously sourcing, screening and providing quality candidates to fill temporary staffing needs for positions in the following categories: administrative/clerical, customer service, case management, performance, training and project management, janitorial, and triage.

***Job descriptions for the associated job titles will be sent to potential bidders that request a copy.***

### **1.4 CONTRACT INTENT**

CECT intends to contract with **one** qualified proposer for one year with the option to extend the agreement for four (4) additional one-year periods based on need, performance, and funding availability. The period of performance for the agreement is for a twelve-month period beginning August 1, 2023 and ending July 31, 2024. Qualified temporary staffing agencies are invited to submit a proposal in accordance with the instructions indicated in this RFP.

Because the temporary staffing services will be on an as needed basis, there is **no** guarantee of any expenditure with any approved agency/contractor. Since CECT has not utilized the services of a temporary staffing agency in West Central Texas, there is no historical expenditure data available. However, CECT anticipates the need to fill 5-7 positions per year.

CECT reserves the right to periodically release this RFP for Temporary Staffing Services to supplement the pool of approved agencies/contractors. Agencies with existing contracts are not required and/or will not be required to respond to the RFP which may occur during the term of their contract.

CECT is committed to equal opportunity in its contracting process.

### **1.5 PRE-EMPLOYMENT CHECKS**

The Contractor must conduct pre-employment checks, including criminal background check and 10 Panel drug testing, on all temporary staff that will provide services to CECT. The pass/fail results of the background check and drug screen must be provided to CECT in writing prior to the start

date for any selected temporary staff person.

- a. The criminal background check must, at a minimum, include an investigation for, and review of, any state and federal felony convictions; misdemeanor convictions; and any pending deferred adjudications for the seven years prior to the effective date of the temporary assignment pursuant to which such individual is providing services. Criminal background checks that are older than 3 months at the time of selecting a temporary staff person must be updated.
- b. The 10 Panel drug screen must test for: Amphetamines, Barbiturates, Cocaine, Cannabinoids, Methaqualone, Opiates, Phencyclidine, Benzodiazepines, Methadone, and Propoxyphene.
- c. CECT will not allow any temporary staff to perform services that have a felony criminal record or that failed such a drug test. Any exceptions must be approved by CECT's CEO.

## **SECTION 2 – PROPOSAL TIMELINES**

### **2.1 SUBMITTAL INSTRUCTIONS**

For a copy of the RFP, potential bidders may submit an email to Chris R. Everett – [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com) or download a copy from the website: <https://cect-tx.com/procurement>.

The deadline for submitting a proposal in response to this RFP is 12:00 p.m. (CST) on June 16, 2023. All proposals must be received by the established date and time set for in this RFP. The proposals must be submitted via email to, Chris R. Everett, at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com). **Late proposals will not be accepted.**

**Note: The electronic/digital copy of the proposal must be signed by an authorized representative and include all the required items outlined in the Table of Contents/Document Checklist to be considered responsive.**

### **2.2 SCHEDULE AND TIMELINE**

The schedule for the RFP is provided below. All times indicated are Central Standard Time (CST). CECT may change this schedule at any given time through the addenda process. It is each Proposer's responsibility to review the information disseminated regarding this RFP.

The RFP will be available for distribution on May 1, 2023.

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Issue Date	May 1, 2023
Last Day to Request Access to Bidder's Conference	May 9, 2023, 5:00 p.m. CST
Bidder's Conference	May 10, 2023, 3:00 p.m. CST
Last Day to Submit Questions	May 19, 2023, 5:00 p.m. CST
Response to Questions Submitted	May 24, 2023

Proposals Due Date	June 16, 2023, 12:00 p.m. CST (No exceptions)
Proposal Evaluation Period	June 19, 2023 – June 30, 2023
Selection, Approval & Negotiations	July 3, 2023 – July 31, 2023
Effective Date of Agreement	August 1, 2023

**Note: The dates are subject to change at the discretion of CECT.**

### **2.3 BIDDER’S CONFERENCE**

A virtual Bidders Conference will be conducted at 3:00 p.m. (CST) on May 10, 2023. A brief overview of the RFP will be provided, and potential bidders will be given an opportunity to ask questions.

Proposers interested in participating in the conference must email Chris R. Everett at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com) by May 9, 2023 at 5:00 p.m. CST. A conference invite with the login information will be sent to interested parties.

It is **NOT** mandatory to attend the Bidder’s Conference.

### **2.4 WRITTEN QUESTIONS**

To facilitate a fair, objective and competitive process, all questions related to the RFP must be submitted via e-mail to: Chris R. Everett at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com). Written questions will be accepted through Friday, May 19, 2023, 5:00 p.m. CST. Questions received by phone or after the deadline will not be accepted or answered. **(Note: Oral questions will not be accepted.)**

Written responses to questions accepted and received will be posted on the website: <https://cect-tx.com/procurement> or distributed by email on May 24, 2023 to all the potential bidders that request a copy of the RFP. It is the Proposer’s responsibility to check the website and their email on a regular basis for updated information and written responses to all questions submitted.

Only the responses emailed are considered clarifications to the instructions contained in this RFP. If the responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP.

Proposers are warned that no other individuals are to be contacted in this regard. No other sources of responses or clarification are considered valid.

Proposers are strictly prohibited from contacting members of the West Central Texas Workforce Board or CECT staff and must comply with **Section 6.1 Conflict of Interest**.

### **2.5 ADDENDA TO RFP**

At the discretion of CECT, if it becomes necessary to revise any part of this RFP, an addendum may be posted in the website and/or emailed to all potential bidders that requested a copy of

the RFP. Proposers are responsible for checking CECT’s website and their email frequently to remain informed about the procurement process, receive addendums to the RFP, read responses to questions and remain updated on other information that may affect this RFP.

## **2.6 RIGHT TO CANCEL**

CECT reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. CECT also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit CECT to accept any proposal, nor is CECT responsible for any costs incurred by the Proposers in the preparation of responses to this RFP. CECT reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the agreements in whole or in part as is deemed to be in the best interest of CECT. CECT reserves the right to negotiate with any Proposer after proposals are reviewed, if such action is deemed to be in the best interest of CECT.

## **2.7 TERMINATION DUE TO AVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of this contract/agreement, this contract/agreement shall be cancelled as of the effective date set forth in the termination notice. Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this contract/agreement.

# **SECTION 3 – PROPOSAL FORMAT**

## **3.1 PROPOSAL ORGANIZATION AND FORMATTING REQUIREMENTS**

Proposers must submit their proposal in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the Proposer’s ability to provide the requested services.

### **3.1.1 Organization**

To simplify the review process and obtain the maximum degree of comparison the proposal shall be organized as follows:

- Proposal Cover Sheet (**Appendix A**)
- Table of Contents (**Appendix B**)
- Executive Summary – Up to 3 pages (**Appendix C**)
- References (**Appendix D**)
- Proposal Content – Up to 20 pages
  - Organization and Staff Qualifications (**Appendix E**)
  - Work Plan – (**Appendix F**)
- Pricing –Up to 3 pages (**Appendix G**)
- All other attachments (**Appendix H**)
  - Resumes



- Insurance policy or statement of assurance
- Professional certifications or licenses
- Financial audit or financial statements
- HUB certificate
- Other documents

Assurances and Certifications (**Appendix – I**)

- Certification of Bidder
- Certifications Regarding Lobbying, Debarment, Suspension and Other Assurances and Drug-Free Workplace Requirements
- Certification of Conflict of Interest and Disclosure of Interest
- Texas Corporate Franchise Tax Certification
- State Assessment Certification
- Other Certifications

**No other page limits are in effect. CECT will remove any excess pages from proposals exceeding these limits before the proposals are distributed for review and evaluation.**

### **3.1.2. Formatting Requirements**

Proposers shall adhere to the following formatting requirements:

- Font size: 12-point
- Font: Calibri
- Margins: at least one inch
- Line spacing: Double-spaced
- Pages: Single-sided
- Page numbering: right justified at the bottom of each page
- Print ready format
- Language: English

### **3.2 PROPOSAL COVER SHEET (APPENDIX A)**

The Proposal Cover Sheet (**Appendix A**) must be fully completed and signed by an authorized representative. The proposer must provide the following: name of proposing entity, name of company CEO, name of authorized representative, mailing and/or physical address, phone number, state comptroller and federal tax identification numbers, name and contact information for proposal contact person.

### **3.3 PROPOSAL TABLE OF CONTENTS (APPENDIX B)**

The Proposer must complete and include a Table of Contents (**Appendix B**) that shows a clear identification of the material in the proposal by section and by page number.

### **3.4 EXECUTIVE SUMMARY (APPENDIX C)**

The executive summary shall include a brief overview (3 pages maximum) of the entire proposal including:

- Provide a brief description of the proposer organization/company.

- List the facilities/locations available in and/or outside the West Central Texas area that would service CECT's account.
- Include how long the organization/company has been doing business in the West Central Texas area.
- Summary of the Proposer's understanding of the services requested and experience providing such services.

### **3.5 REFERENCES (APPENDIX D)**

The Proposer must provide at least three (3) complete references (**Appendix D**) from companies that utilize or have utilized the temporary staffing services proposed. References shall include the following information:

- Reference's company name
- Reference's address and phone number, and email address
- Name of contact person and title
- Number of years serving customer; and
- Services provided for each reference.

### **3.6 ORGANIZATION & STAFF QUALIFICATIONS (APPENDIX E)**

The narrative for the organization and staff qualifications shall include the items listed below and shall not exceed ten (10) double-spaced pages. Please note that any extra pages may not be reviewed.

#### **3.6.1 Organization Qualifications**

Proposer must provide a description of the qualifications of their company to include the following:

**3.6.1.1** A brief description of the services that would be provided.

**3.6.1.1.1** A description of how the company would ensure the quality and timeliness of communication with CECT. Include guaranteed response times for the following:

**3.6.1.1.1.1** Response to email, telephone, or voicemail messages

**3.6.1.1.1.2** Filling of routine temporary staffing requests; and

**3.6.1.1.1.3** Reporting of temporary staff absences.

**3.6.1.1.2** A description of how the company will respond to CECT if the guarantees above were not met.

#### **3.6.2 Staff Qualifications**

Proposer must provide a description of the qualifications of their staff as follows:

**3.6.2.1** Identify the key staff of the organization (CEO, manager in charge, etc.) and individual(s) that would be assigned to CECT and attach resumes in **Appendix H**.

**3.6.2.2** Describe any professional certifications/licenses held by key staff and individuals assigned to the project and attach copies of such certifications in **Appendix H**.

- 3.6.2.3** Describe what you would do to ensure consistency of the service to CECT when there is a change in the primary contact assigned to CECT.

### **3.7 WORK PLAN (APPENDIX F)**

The Work Plan narrative shall not exceed ten (10) double-spaced pages. Please note that any extra pages may not be reviewed. The narrative shall include the following elements:

- 3.7.1** Description of the ongoing recruitment and selection process used to maintain an ample pool of qualified temporary staff. Include the total number of individuals that are currently available to fill temporary staff positions.
- 3.7.2** Description of the process that the company uses to ensure the workplace readiness of temporary staff personnel including:
- 3.7.2.1** Professional appearance
  - 3.7.2.2** Reliability – punctuality, attendance
  - 3.7.2.3** Basic workplace skills including communication skills, telephone skills customer service, and time management.
- 3.7.3** List any training provided to the temporary staff pool prior to placement.
- 3.7.4** Description of the process that the company uses to assess the job specific skill levels of temporary staff.

### **3.8 PRICING (APPENDIX G)**

As stated in Section 1.4 of this RFP, the period of performance for the initial agreement to be awarded is for a twelve-month period beginning **August 1, 2023** and ending **July 31, 2024**.

The type of positions typically needed for temporary assignments are outlined in **Appendix G**. Proposers must provide rate ranges that would be guaranteed for the term of this agreement for the positions listed as well as the conversion fees. Please complete the table in **Appendix G** that corresponds to the proposal submitted.

Also describe the process and conversion fees to transition a temporary employee to a regular employee with CECT. Please note that pricing for positions not listed will be negotiated as needed. CECT's job descriptions and pay rates for the associated job titles will be sent to potential bidders that request a copy of the RFP.

### **3.9 HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

CECT makes a good faith effort to contract with historically underutilized businesses certified by the State of Texas, as that term is defined by Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

To be awarded the points as a HUB, the Proposer must attach a copy of a current certification form in **Appendix H**.

## SECTION 4 – EVALUATION, SELECTION & AWARD PROCESS

### 4.1 COMPLIANCE REVIEW

Upon receipt of proposals, staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. Incomplete proposals or those clearly found to be inconsistent with legal, regulatory, or RFP requirements will be considered not responsive and will not be forwarded to the evaluation panel. CECT reserves the right to reject any proposal submitted. CECT will remove any excess pages from proposals exceeding these limits before the proposals are distributed for evaluation.

Please note a proposal will be considered non-responsive for the following reasons:

- Proposal is submitted after the established deadline.
- Proposal is not signed by an authorized representative.
- Proposal does not include the references requested.
- Proposal does not include complete and signed assurances and certifications.
- Proposal is not complete and does not include all the requested information.

### 4.2 EVALUATION CRITERIA

The review panel will score and rank all proposals using the criteria described within the RFP, and specifically developed to examine the competence of the Proposers and completeness of their proposals. Scoring will be given to the following sections:

<b>SUMMARY POINT TOTAL</b>	<b>POINTS</b>
Organization and Staff Qualifications	35
Work Plan	35
Pricing	30
HUB	05
<b>Total Possible Points</b>	<b>105</b>

**Proposers must have a total average score of 70 points or higher to be considered for funding. In the event that the primary proposer recommended fails to provide services outlined in the agreement and proposal, CECT may use an alternate proposer to perform services based on a score of 70 points or higher and approved by the CECT Members.**

### 4.3 SELECTION

The review panel will recommend as the successful proposer the organization whose proposal is determined to best meet the needs of CECT, based on the evaluation criteria discussed above.

The determination of the successful proposer will be based upon information supplied by the proposer in response to this RFP and upon other information that will be obtained by the review panel as is deemed necessary.

CECT reserves the right to choose a vendor based on the evaluation panel's recommendation as well as pricing for our different staffing needs. CECT reserves the right to negotiate with any proposers recommended by the panel, if such action is deemed to be in the best interest of CECT. CECT reserves the right to request clarification and/or reject any proposal submitted.

#### **4.4 APPEALS PROCESS AND ACCESS TO EVALUATION INFORMATION**

The information below outlines the appeals process and procedure to access evaluation information.

An appeal will only be considered valid if there has been a violation of the one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or CECT procurement guidelines have been violated.

**An appeal would not be allowed:**

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above; or
- By those other than RFP Proposers.

**The appeals process shall consist of the following steps:**

- A written letter of appeal shall be delivered to CECT's Chief Financial Officer;
- The written appeal shall specify evidence for valid appeal and the specific relief sought;
- The written appeal must be received by CECT within seven (7) business days from the date the RFP Award Notices are mailed;
- CECT members shall have 10 business days to determine if the criteria for a valid appeal have been met. The decision of the members shall be final with no provision for reconsideration.

**Access to Score Sheet and Comments**

Individual score sheets and comments used during the evaluation process may be provided in the form of summaries as prepared by CECT staff. Actual individual scores sheets will not be disclosed. These summaries will be provided to proposers of the RFP who submit a written request. Requests for this information shall be responded to within ten (10) business days.

A debriefing meeting may also be requested. The purpose of this meeting is to share relevant information regarding the proposal submitted such as weaknesses or strengths. It is for technical assistance and continuous improvement and not for purpose of an appeal.

#### **4.5 CECT ACTION**

The review panel's recommendations will be presented to the CECT members in July 2023. These dates are subject to change at CECT's discretion. The CECT members will make the final selection to designate the award of the agreement, based upon consideration of the review panel's recommendations. Agreement negotiations and agreement signing will follow CECT Member approval. These target dates are subject to revision.

## **4.6 AGREEMENT AWARD**

Once the successful Proposer is approved, arrangements will be made to begin contract negotiations and contract implementation. The term of the agreement will be for one year, with the option to extend the contract for four (4) additional one-year periods based on need, performance, and funding availability.

The agreement pricing shall be reviewed annually. Any pricing increases must be justified, well documented and submitted in writing to Dena Garrison, HR Manager, at [dena.garrison@workforcesystem.org](mailto:dena.garrison@workforcesystem.org).

### **4.6.1 Negotiation/Agreement**

All Proposers shall designate an authorized negotiator. The name and contact information for this person must be included on the proposal cover sheet. This designated person must be authorized to make binding commitments for the successful Proposer and its subcontractors, if any. CECT reserves the right to negotiate the final terms of the agreements with the successful Proposer. Items that may be negotiated include, but are not limited to, the scope of work, the staff as proposed, the implementation schedule, and the final rates.

## **SECTION 5- GENERAL TERMS AND CONDITIONS**

### **5.1 PAYMENT TERMS**

Payment for services rendered will be reimbursed by submitting an invoice with proper documentation by the tenth (10th) of each month for costs incurred during the previous month. The invoice will be submitted to CECT's fiscal department for payment. The invoice will be paid on a net-30 basis upon receipt of complete and accurate documentation.

### **5.2 INSURANCE REQUIREMENTS**

The Proposer selected from this procurement must maintain insurance coverage for the period of the agreement. The Proposer must obtain insurance adequate insurance to cover the vendor's or contractor's employees against personal and bodily injury and property damage. The following minimum insurance coverage and limitations are required:

- Commercial/General Liability for personal injury and bodily injury and property damage to a third party- \$1,000,000 aggregate; \$1,000,000 per occurrence;
- Worker's compensation insurance shall be required for the vendor's or contractor's employees that will be working under this agreement; and
- Automotive Liability - \$1,000,000.

The Proposer must attach a copy of the insurance policy or a statement certifying that the insurance will be obtained if selected and awarded the contract in **Appendix H**. Copies of certificates of insurance evidencing such coverage shall be furnished to CECT annually and at any time upon request.

### **5.3 FINANCIAL CONSIDERATIONS**

Proposers must have no outstanding financial obligations to Texas Workforce Commission, Workforce Solutions of West Central Texas or CECT. Proposers must have adequate and qualified personnel to meet CECT's expectations.

### **5.4 AGREEMENT TERMS AND LITIGATION WARRANTY**

The RFP, any addenda, and the Proposer's response shall also become part of the agreement between CECT and the Proposer. CECT is not responsible for oversights in this RFP that are not brought to the attention of CECT prior to starting agreement negotiations.

The Proposer shall indicate in its proposal any exceptions that the Proposer takes to the terms and conditions or to any of the contents of this RFP.

Proposers, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced agreement and that no judgments or awards have been made against the Proposers on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to CECT in the proposal(s). Disclosure will not automatically disqualify the Proposers; however, CECT reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of CECT.

### **5.5 FUNDING WARRANTY**

Proposers, by submitting a proposal(s), warrant that in the preceding three (3) years they have not had one or more public transactions (federal, state, or local) terminated for cause or default.

### **5.6 INTELLECTUAL PROPERTY**

Proposer agrees that all intellectual properties created by the Proposer in the course of performance of Proposer's duties under an agreement with CECT, including without limitation, all patentable and copyrightable inventions and recordings, in every format, are the sole and exclusive property of CECT. Any copyright material developed by CECT or distribution of materials developed through this agreement will acknowledge the funding source(s). All documentation provided therein, and materials and innovations developed as a result of this agreement cannot be copyrighted or patented without written consent from CECT.

### **5.7 PROCUREMENT STANDARDS**

Procurement of goods and services under Federal assistance programs shall comply with Office of Management and Budget (OMB) Circulars, Executive Orders, State and local policies governing procurement (i.e. Texas Workforce Commission Financial Manual for Grants and Contracts).

### **5.8 RESTRICTION ON DISCLOSURE**

Confidential Information: Any information deemed confidential or proprietary by proposer must be

clearly marked and identified by Proposer as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by the Texas Public Information Act previously known as the Texas Open Records Act. Information not protected from disclosure by law will be considered a public record.

If Proposer does not mark information as confidential or proprietary, CECT will assume that Proposer believes such unmarked data should be released to the public. Bids submitted in response to a Request for Proposals (RFP), amounts actually paid by the government under an agreement, and cost and pricing data incorporated into a contractual document such as line-item prices, agreement award prices, and modifications are released. Explanatory material and headings associated with costs and pricing data are normally released unless Proposer can justify their deletion.

Proposals will be received, maintained, and disclosed to the public consistent with the Texas Public Information Act. In general, proposals will be exempt from disclosure until the evaluation and selection process has been completed. Proposers should be aware that CECT is required by law to make its records available for public inspection and copying, with certain exceptions.

CECT will not notify Proposer of requests for release of information or that CECT released data unless CECT receives a request for information previously marked and identified by Proposer as confidential or proprietary. If CECT receives a request for release of such previously marked and identified confidential or proprietary information, CECT will notify Proposer of such request to allow Proposer to challenge such request consistent with applicable law.

Proposer, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that CECT will have any obligation or liability to the Proposer in the event a court of competent jurisdiction compels the disclosure of these materials.

Any data to be returned should be so marked by Proposer and will be returned if not essential to the proposal or agreement record.

## **SECTION 6 - ASSURANCES**

### **6.1 CONFLICT OF INTEREST**

The Proposer affirms that:

- Proposer shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of CECT or the workforce development board and board staff for the purpose of influencing any determination or disposition of this RFP process. Nor shall they attempt in any manner to advocate, lobby or otherwise attempt to influence any officer, member, employee or agent of CECT or the workforce development board or board staff.
- Proposer shall take every reasonable course of action to avoid favoritism and questionable or improper conduct. The Proposer, its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- No officer, CECT employee, proposal evaluator or agent of CECT or workforce development



board (as named in this RFP) shall participate in the selection, award or administration of any contract arising from this RFP if a conflict of interest or perceived conflict of interest exists.

## **6.2 EQUAL EMPLOYMENT OPPORTUNITY**

Proposer will not deny the benefits to any person on the basis of religion, color, race, national origin, sex, age, physical or mental disability, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, physical or mental disability, temporary medical condition, age or sex. Proposer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

## **6.3 DRUG FREE WORKPLACE**

Proposer assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1938 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991, as follows:

- Proposer shall publish a statement notifying employees and participants that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.
- Proposer shall establish a drug-free awareness to inform employees of the dangers of drug abuse in the workplace. Proposer's policy will include maintaining a drug-free workplace/training site, availability of counseling and rehabilitation options and any employee assistance programs, and penalties, which may be imposed for drug, abuse violation.
- Proposer shall give a copy of the drug-free policy statement to each of Proposer's employees engaged in the performance of activities under this Contract.
- Proposer shall notify the employees in such statement that as a condition for employment or participation in training under this Contract, the employee and / or participant will abide by the terms of the statement and notify Proposer of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- Proposer agrees to take disciplinary action against any employee convicted for violation of any criminal drug statute in the workplace/training site or requires participation in drug abuse assistance or rehabilitation program in the case of an employee only.
- Proposer further assures that it will notify CECT within five (5) calendar days of any criminal drug statute violation by a Proposer's employee/participant.

## **SECTION 7 – REQUIRED CERTIFICATIONS**

The certifications are part of this RFP and must be completed and submitted with the proposal. If not fully completed and signed, the proposal will be considered non-responsive.