

# REQUEST FOR PROPOSAL ISSUED BY



## FOR EMPLOYER OF RECORD (EOR) FOR PAID WORK EXPERIENCE

Issuance Date: Wednesday, October 2, 2024

Due Date: Tuesday, November 5, 2024 by 5:00 P.M. (CST)

CECT Workforce Solutions, LLC (CECT) is soliciting a firm to serve as the employer of record and process payroll for customers participating in paid work experience. The contract is to commence on December 1, 2024.

All inquiries should be directed to Chris R. Everett at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com). No phone, walk-in or personal contacts will be accepted and any attempts to contact CECT staff may disqualify the vendor.

AN EQUAL OPPORTUNITY EMPLOYER / PROGRAMS

Auxiliary aids and services are available upon request to individuals with disabilities

Relay Texas: 1-800-735-2989 (TTY); 1-800-735-2988 (Voice) or Relay Texas: 7-1-1

**CECT WORKFORCE SOLUTIONS, LLC**  
**Employer of Record for Paid Work Experience**  
**Request for Proposal Instructions**

**PART I - INTRODUCTION**

**A. Objective**

CECT Workforce Solutions, LLC (CECT) is utilizing the Request for Proposals (RFP) competitive procurement method to solicit proposals from firms to serve as the Employer of Record and process payroll for workforce customers placed in paid work experience (or subsidized employment) in the West Central Texas workforce development area.

Solicitation via this RFP will ensure that services are obtained efficiently and economically and provide for complete free and open competition in the selection of service providers.

**B. Background**

CECT is a for-profit entity currently managing and operating workforce centers in the West Central Texas workforce area. Funding for CECT's operations and programs is provided primarily by federal training and employment funds passed through the Texas Workforce Commission (TWC) and local workforce development boards. Workforce Solutions of West Central Texas is comprised of 19 counties and four workforce centers located in Abilene, Brownwood, Eastland, and Sweetwater, Texas. CECT's corporate office is located in Corpus Christi, Texas.

The programs that CECT administers include employment and training programs funded under the Workforce Innovation and Opportunity Act (WIOA) and welfare reform programs such as the Temporary Assistance for Needy Families (TANF) Choices Program and Supplemental Nutrition Assistance Program (SNAP), Non-Custodial Parent (NCP), Wagner-Peyser Employment Services (ES), Reemployment Service and Eligibility Assessment (RESEA), Vocational Rehabilitation (VR), Trade Adjustment Act Services (TAA), and other special programs as assigned.

This project is funded in whole or in part with federal funds received from Workforce Solutions of West Central Texas as follows:

- The percentage of the total cost of the program or project which will be financed with Federal money is 95.0%.
- The percentage of the total costs of the project or program that will be financed by non-governmental sources is 5.0%.

**C. General Information**

CECT provides work readiness and work experience (subsidized employment) services to youth and adults enrolled in workforce programs available in West Central Texas. Work experience allows customers to learn skills for long-term, competitive employment while being mentored and supervised by experienced business individuals from the community.

Customers receiving work experience services are placed in short-term employment training opportunities at a private for-profit business entity or nonprofit organization. Workforce center staff assesses the customer's interests and skills, develop the worksites, prepare the customer for the work experience/training opportunity and work closely with the employer and participant throughout the placement.

The number of participants placed in paid work experience (or subsidized employment) is dependent upon needs of the program and funding available. In the last four years, the following funds were spent on these activities:

Contract Year	Work Experience Expenditures
2020 – 2021	\$115,802
2021 – 2022	\$283,483
2022 – 2023	\$246,918
2023 – 2024	\$315,745

For contract year 2024-2025, the budget is estimated at \$300,00 for year-round work experience (or subsidized employment). Additional funds may be allocated for paid summer work experience at a later date. CECT will not and cannot commit to a specific number of customers and/or employees as the number depends on funds available and needs and goals of the workforce area.

CECT is interested in receiving proposals from qualified forms to provide the following:

1. Payroll administration, including onboarding and enrollment of customers, payroll distribution and payment of federal and state payroll taxes.
2. Process work experience payroll every two weeks.
3. Worker’s compensation administration for work experience customers.

Note: For customers, program eligibility is determined by CECT workforce center staff and referred to the employer of record to complete new hire paperwork, drug screens and background checks on an as needed basis.

**D. Eligible Proposers**

Vendors who are able to meet specifications and terms of this RFP and who are not debarred and/or suspended from conducting business with state and federal funded agencies are invited to respond. A prospective proposer must meet the following requirements:

1. Possesses or is able to obtain the adequate financial resources as required to perform under this RFP;
2. Have satisfactory record of integrity and ethics;
3. Be otherwise qualified and eligible to receive an award; and
4. Be in good standing with the applicable national or state and trade associations.

**E. Length of Contract**

CECT and the contractor selected as a result of this RFP will be the parties to the contract for services. CECT will develop the contract document to include, at a minimum, the conditions stipulated in this RFP. The selected contractor shall have the opportunity to accept the terms and conditions as offered by executing the contract or may offer counter terms and conditions for consideration by CECT during contract negotiations. **The proposed contract will be for the period of December 1, 2024 to November 30, 2025, with the option to renew for four (4) additional one-year periods, for a potential total of five years.**

**PART II – PROCUREMENT AND EVALUATION PROCESS**

#### A. RFP Packet Request

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

Interested parties may request the RFP packet by sending an email to:

Chris R. Everett

[ceverett@cectwfs.com](mailto:ceverett@cectwfs.com)

Reference EOR/Work Experience RFP in the Email Subject Line

*No phone requests will be accepted.*

The RFP packet contains information about the contracting process, service specifications, evaluation criteria and the format in which the proposal must be completed and returned in order to be considered for selection.

#### B. Schedule of Major Events

Proposal Release Date	Wednesday, October 2, 2024
Deadline to Submit Questions	Monday, October 14, 2024, 5 p.m. CST
Deadline to Issue Question & Answer Document	Wednesday, October 16, 2024
Proposal Submission Deadline	Tuesday, November 5, 2024, 5:00 p.m. CST
Contract Start Date	December 1, 2024
Contract End Date	November 30, 2025 (with option to renew)

#### C. Questions and Answers

All questions about this procurement process must be submitted in writing through the following email, on or before 5:00 p.m. CST on Monday, October 14, 2024:

Chris R. Everett

[ceverett@cectwfs.com](mailto:ceverett@cectwfs.com)

Reference EOR/Work Experience RFP in the Email Subject Line

*No phone requests will be accepted.*

All questions and answers will be forwarded to all potential bidders that requested the RFP packet, no later than Wednesday, October 16, 2024.

#### D. Other Communication

Communication with any personnel regarding this RFP other than through the designated email address above is prohibited. Solicitation of or communication with CECT staff, Workforce Solutions West Central Texas Board staff or Board members by sub-recipients, contractors, service providers or proposers concerning proposals, bids or contract awards is prohibited. Any such solicitation or communication may result in rejection of the proposal, bid and contract award, and disqualification, suspension or debarment of the sub-recipient, contractor, service provider or

proposer.

**E. Proposal Due Date and Delivery Method**

All proposals must be received by **5:00 p.m. CST on Tuesday, November 5, 2024** in order to be considered.

All responses must be delivered by email to Chris R. Everett. No proposals will be accepted by fax or mail or in person delivery. Responses must be delivered to:

Chris R. Everett

[ceverett@cectwfs.com](mailto:ceverett@cectwfs.com)

Reference EOR/Work Experience Proposal in the Email Subject Line

**F. Required Format**

- 1) The proposal submitted in response to the RFP must be on 8 ½" x 11" paper.
- 2) Each complete proposal must include a Table of Contents (which will serve as a document checklist) reflecting the numbering and placement of items in the proposal. Attachment A/Proposer Identification must be attached to the top of the proposal, preceding the Table of Contents, for easy identification of the proposer.
- 3) Proposal responses should all contain a header or footer with **page numbers**. Page numbers should be consecutive from beginning to end, including all pages and attachments.
- 4) The proposal should be formatted for easy and ready print.
- 5) The PDF/digital copy must be signed by an authorized representative. It is the proposer's responsibility to ensure that the digital file contains all the required documents, as the digital file is what the evaluators will be using to score the proposals.
- 6) Proposals must include all of the contents listed in this RFP. CECT may refuse to consider a proposal that lacks any of the required contents, as listed in the Proposal Format and Order of Documents section of this RFP.
- 7) Please DO NOT submit materials that have not been specifically requested, as they may not be reviewed.
- 8) It will be the responsibility of the proposer to obtain verification of receipt of the proposal. No proposal will be accepted after the date and time noted above.

**G. Withdrawal of Proposal**

A proposal may be withdrawn at any time prior to the selection announcement by writing to Chris R. Everett at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com). No phone requests will be accepted.

**H. Amendment of Proposal**

A proposal may be amended at any time after submission but prior to the due date by writing to Chris R. Everett at [ceverett@cectwfs.com](mailto:ceverett@cectwfs.com). No phone requests will be accepted. After the due date, proposals may not be amended.

**I. Changes and Amendments to the RFP**

CECT reserves the right to amend or withdraw this RFP at any time by notifying potential bidders via email, US mail or CECT's website (<https://cect-tx.com>).

## **J. Selection, Negotiation and Contract Execution**

CECT reserves the right to have the proposal evaluation process conducted by an external/independent evaluation review team or to have the proposal evaluation process conducted by an evaluation team consisting of staff, to be designated by CECT. CECT will evaluate responses received, make a tentative selection decision, and may negotiate with the top ranking applicant(s).

## **K. Award and Finalization**

When a selection decision is made, CECT will notify all responsive proposer(s) of the decision via email or US mail. After selection and notification, CECT and the successful proposer will finalize a contract. If CECT cannot successfully negotiate a contract with the successful bidder, CECT reserves the right to negotiate with 2<sup>nd</sup> highest ranking proposer. No contract is effective until signed by both parties.

## **L. Appeals and Debriefing Process**

### **1. Appeals**

Proposers/bidders who wish to appeal a decision must use the following process:

Upon receipt of status notice, proposers must inform CECT, in writing, within fifteen (15) days of the date of notification, of their appeal. Appellants must include the following information in their appeal correspondence:

- Identify the solicitation being protested.
- State the grounds for the protest, including a description of any alleged acts or omissions by the entity that forms the basis for the protest.
- Provide any written information that the protestor believes is relevant to the grant award.
- Provide the basis for the protestor's interest in the award.
- Provide desired remedies, if any.

Submit your appeal correspondence to the following address via registered mail or hand delivery, clearly identified externally as "Dated Material":

Jenny Aguilar, Corporate Internal Monitor  
CECT Workforce Solutions, LLC  
4646 Corona Ave., Suite 190  
Corpus Christi, TX 78411

The CFO will review the appeal request and issue a determination within fifteen (15) days of receipt of the appeal. The CFO's decision will be final.

### **2. Debriefing**

Proposers who are not selected for contract award may request a debriefing for purposes of learning more about the evaluation of their proposal. **A proposer may not request a debriefing and appeal CECT's decision.** The request for a debriefing must be provided in writing to CECT at the email address shown below, no later than 30 days after notification of award. Upon receipt of a request for a debriefing, CECT will contact the proposer and set a mutually agreeable date and time to conduct the debriefing. The debriefing may be held in person, but may also be conducted via telephone. Send your request for a debriefing to:

Chris R. Everett  
[ceverett@cectwfs.com](mailto:ceverett@cectwfs.com)

Include EOR/RFP Debriefing in the Email Subject Line.  
*No phone requests will be accepted.*

**M. General Conditions**

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

- The main purpose of the RFP is to ensure uniform information in the solicitation of an Employer of Record. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind.
- Proposers must have no outstanding financial obligations to Texas Workforce Commission, Workforce Solutions of West Central Texas or CECT.
- Proposers 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 for the purpose of, or having the effect of, influencing favorable disposition toward their own application or any other application submitted hereunder.
- No employee, officer or agent of CECT shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Proposer shall not engage in activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.
- No agreement or contract will be awarded until proposer has complied with Executive Order 12459, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the vendor, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any federal department or agency.
- CECT reserves the right to correct any error(s) and/or make changes to this solicitation, as it deems necessary, by posting changes on the CECT's website (<https://cect-tx.com>).
- CECT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP if it is in the best interest of CECT to do so.
- CECT reserves the right to select and/or contract with one or more entities as a result of this solicitation.
- CECT shall not be liable to the selected proposer(s) for any costs incurred or performances rendered by proposer before the commencement of a resultant contract or after termination of the contract.
- CECT reserves the right to request additional information, clarification of, or explanation for any aspect of a response to this RFP.
- All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by CECT shall be the sole responsibility of and borne by the proposer.
- Proposals must conform to all relevant federal, state and local regulations and policies.
- CECT specifically reserves the right to vary the provisions set forth herein at any time prior to execution of a contract where such variance is deemed to be in the best interest of CECT and to act otherwise as is deemed necessary at their sole discretion.
- CECT is not under any legal requirement to execute a resulting contract, if any, on the basis of this procurement, and intends that the material provided herein serve only as a means of identifying the various contract alternatives and the general cost of services desired.
- All proposals and their accompanying attachments become the property of CECT upon submission. Materials submitted will not be returned. All proposals are subject to the Public Information Act.

- This is a negotiated procurement utilizing the Competitive Request for Proposal method. As such, the award does not have to be made to the proposer submitting the lowest priced proposal, but rather the proposer, as determined by the RFP evaluation process, having the most responsive proposal satisfying CECT requirements.
- The proposed contract will be for the period December 1, 2024 through November 30, 2025 with the option to renew for four (4) additional one-year periods.
- The parties to the proposed contract will be CECT and the entity selected as a result of this solicitation, to be executed by an official of the entity duly authorized to legally bind the firm to contractual terms and conditions. CECT shall not be a party to any subcontract or third-party contract that the contractor requires to perform under the proposed contract. The contractor shall be solely responsible for satisfying the deliverables and performance standards.
- The contractor will be required to maintain books, records and documents that properly and sufficiently represent expenditures of funds provided by CECT under the proposed contract and shall maintain performance records and any and all records relative to the contract. The contractor shall provide access to any and all such records, developed by or in the possession of the contractor relative to the proposed contract to CECT.
- CECT reserves the right to make unilateral amendments if the contract amount of client funds changes and/or if it is in the best interest of CECT. In such cases, no additional solicitations of proposals are necessary.
- CECT reserves the right to de-obligate, reduce or cancel contract funding if CECT does not receive adequate funding from the Texas Workforce Commission or other funding sources.
- The proposed contract will be governed by and construed in accordance with the laws of the state of Texas.
- The successful contractor shall indemnify and hold harmless CECT, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees, or agents, during the term of this contract. Contractor shall assume on behalf of CECT and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims whether or not CECT is joined therein, even if such claims are groundless, false, or fraudulent.
- The successful contractor shall agree in the event of any dispute, claim, question or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by arbitration administered in accordance with the Texas Alternative Disputes Resolution (ADR) Procedures Act.

#### **N. Grant Applicant Written Assurances**

CECT is an equal opportunity employer and complies with the nondiscrimination and equal opportunity provisions of the applicable laws. Each organization or individual that submits a response to this solicitation warrants and assures that it will comply fully with the non-discrimination and equal opportunity provisions as required by 29 CFR 38.25(a).

As a condition to the award of financial assistance from the Department of Labor, the recipient assures, with respect to the operation of the funded program or activity, that it will comply fully the Non-traditional Employment for Women



Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Executive Order 11375, entitled "Equal Employment Opportunity", as amended and supplemented in the Department of Labor Regulations (Title 41 CFR Part 60); and the Americans with Disabilities Act of 1990. The Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 requires the services of all federally funded programs to be accessible to persons with disabilities and limited English proficiency.

The recipient is prohibited from discriminating because of race, color, religion, sex, national origin, citizenship/status (as a lawfully admitted immigrant authorized to work in the United States,) age, disability, political affiliation or belief, in programs funded under this RFO, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with any funded program or activity.

#### **O. Screening and Evaluation Criteria**

CECT will review the proposals received to determine if they are responsive. For a proposal to be considered responsive and to be evaluated for selection, the following requirements must be met:

- The proposal must have been submitted on time.
- The proposal must be complete with **required signatures**.
- The proposal must include the required Attachments 1-8, fully completed and signed.
- The proposal must be for specific services requested and described in the RFP packet.
- The proposal must be submitted in the format described in the RFP packet.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. CECT may exclude from further consideration for review and contract award any non-responsive proposal. Proposals must also meet the requirements in Attachments 4-8 in order to be considered responsive.

An evaluation team will recommend selection of a proposer based on a total review of the proposers' qualifications, work plans and proposed cost. Cost will not be the deciding factor. Specifically, the evaluation team will base their recommendations on the following elements in the review process:

Demonstrated Effectiveness	40 points
Past Performance/References	25 points
Cost Reasonableness	35 points
HUB Status	5 points

*(Note: Historically Underutilized Businesses (HUBs) will be awarded five (5) bonus points. The HUB Certification must be attached as part of the bid submission.)*

#### **PART III - PROPOSAL FORMAT AND ORDER OF DOCUMENTS**

The requested documents are to be provided in the following order to ensure the most effective review and evaluation of each proposal. All parts should be presented in a clear and easy-to-read and easy-to-score format that contains only the facts and data necessary to present a complete and effective proposal.

- *Transmittal Letter (introducing organization and summarizing interest and experience)*
- *Attachment 1 / Vendor Profile*
- *Table of Contents/Checklist (included on Page 24)*
- *Proposal Narrative*
- *Attachment 2 / References*

- *Resumes and/or biographies of key personnel*
- *Copies of all professional certifications/licenses held by key management staff as well as those assigned to this project*
- *Copy of the most recent financial audit*
- *Copy of the HUB certificate, if applicable*
- *Attachment 3 / Certification of Bidder*
- *Attachment 4 / Certifications Regarding Lobbying, Debarment, Suspension and Other Assurances and Drug-Free Workplace Requirements*
- *Attachment 5 / Certification of Conflict of Interest and Disclosure of Interest*
- *Attachment 6 / Texas Corporate Franchise Tax Certification*
- *Attachment 7 / State Assessment Certification*
- *Attachment 8 / Other Certifications*
- *Attach one externally labeled USB flash drive containing a single digital file of the complete proposal and attachments*

## **PART IV - PROPOSAL NARRATIVE**

### **A. Demonstrated Effectiveness – 40 points**

- 1) Describe your approach to on boarding and enrolling customers in your payroll system.
- 2) Provide a description on how your organization's staff will interact with CECT management and with frontline staff as the Employer of Record for our customers.
- 3) Provide a description of payroll services offered, including:
  - a. Technology used for on boarding, timekeeping, payroll processing, etc.
  - b. Payment methods available
  - c. Payroll input methods (phone, fax, internet), including process and timelines
  - d. Filing/reporting (new hire, W2, W4, FICA) to local, state and federal agencies
  - e. Tax reporting and compliance
  - f. Worker's Compensation
- 4) Describe your internal security controls for all payroll and related Human Resources data. As a workforce center contractor, CECT is under strict requirements to safeguard personally identifiable information. State whether you have adequate insurance to cover for the breach of technology systems and how you ensure that data is safe.
- 5) Provide a description of human resource management services offered, including:
  - a. Consultation/assistance for hiring (background checks, pre-employment testing, drug screening, etc.)
  - b. Consultation/assistance for termination of customers from worksite
  - c. Consultation/assistance with ADA/discrimination/sexual harassment/legal issues
  - d. Provision of safety and risk management services offered (Worker's Compensation, onsite accident prevention training, accident reporting procedure, claims management, Back to Work program and workplace safety/crisis management training)
- 6) Discuss the proposed organizational structure for the project, the number and qualifications of personnel assigned to the project, and the manner in which they will be utilized.
- 7) Include the resumes and/or biographies of key personnel and general qualifications of the proposed staff, including pertinent experience, training, credentials and bonding.
- 8) Identify any industry affiliations and/or memberships held by your organization and provide copies of any professional certifications/licenses held by key management staff, as well as those assigned to this project.

**B. Past Performance/References – 25 points**

- 9) Complete Attachment 2 – References to provide examples of current or prior projects similar in kind and scope to the services requested in this RFP, including the location, type of organization, number of work experience customers and number of temporary employees.
- 10) Provide information on the proposer's background and financial condition. This section should include a brief history of the company, its business line(s), a complete listing of representative customers and a description of the general range of products and services offered relevant to this RFP.
- 11) Provide a copy of your organization's most recent financial audit.

**C. Cost Reasonableness/Detailed Cost Breakdown – 35 points**

Provide a cost summary in sufficient detail to identify all costs proposed. At a minimum, the proposal must address the following:

12) Provide a detailed breakout and description of all applicable set-up fees.

13) State your pricing (as a percentage of wages) and provide details on what it includes such employer's taxes, worker's compensation cost, administrative fee or profit. Also, specify the cost for background checks, drug screening and any other fees.

**D. HUB Status**

If applicable, provide a copy of the HUB certificate. The certificate must be current/active at the time of submission.

**E. Attachments and Certifications**

Proposers must include completed Attachments 1-8 as part of their proposal.

Note: Any proprietary information submitted in response to this RFP must be clearly marked and will be handled in accordance with State law.

## **ATTACHMENT 1**

### **Vendor Profile**

<b>Company Name</b>	
<b>Mailing Address</b>	
<b>City, State Zip</b>	
<b>Phone Number</b>	
<b>Contact Name</b>	
<b>Contact Title</b>	
<b>Contact Email Address</b>	
<b>Type of Organization</b>	
<b>Federal Employer ID or Social Security Number</b>	
<b>Texas State Comptroller ID</b>	
<b>Name of Authorized Signatory</b>	
<b>Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date Signed</b>	

## **ATTACHMENT 2**

### **References**

**Provide three (3) business/professional references relevant to this solicitation. These references may be contacted, with email the preferred method of contact.**

#### **Reference 1**

Business/Organization Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

#### **Reference 2**

Business/Organization Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

#### **Reference 3**

Business/Organization Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

### **ATTACHMENT 3**

#### **Certification of Bidder**

I hereby certify that the information contained in this proposal and any attachments thereto is true and correct and may be viewed as an accurate representation of proposed services to be provided by this individual or organization. I certify that no employee, Board member, or agent of CECT has assisted in the preparation of this proposal. I acknowledge that I have read and understood the requirements and provisions of the RFQ and that this individual or organization will comply with the Federal regulations and policies. I also certify that I have read and understand the "General Requirements and Provisions" presented in this RFQ and will comply with the terms thereof; and furthermore that:

I, \_\_\_\_\_ am the \_\_\_\_\_ of the individual, corporation, association, public agency or other entity named as Proposer herein, and that I am legally authorized to sign this proposal and submit it to CECT on behalf of said organization by authority of its governing body.

I certify that all information provided is true and correct as of the date of this Statement, that I have not knowingly withheld disclosure of any information request; and that supplemental statement will be promptly submitted to CECT Workforce Solutions, LLC, as changes occur.

\_\_\_\_\_  
Printed or Typed Name of Certifying Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date

## **ATTACHMENT 4**

### **Certifications Regarding Lobbying, Debarment, Suspension and other Assurances and Drug-Free Workplace Requirements**

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#### **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).

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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.
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#### **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).

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**The undersigned contractor certifies that neither it nor its principals:**

1. Are presently debarred, suspended, proposed for debarment, 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 this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

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**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).

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

- a) 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;
- b) 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;

- c) Providing each employee with a copy of the Contractor's policy statement;
- d) 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 for a violation by the employee of a criminal drug statute in the workplace;
- e) Notifying the Commission within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
- f) 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 into this transaction.**

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Printed or Typed Name of Certifying Person:

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Title

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Signature of Certifying Person

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Date

## ATTACHMENT 5

### Certification Regarding Conflict of Interest Disclosure of Interest

It is the policy of CECT Workforce Solutions, LLC (CECT) that all persons or firms seeking to do business with CECT provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA".

Firm Name: \_\_\_\_\_

P.O. Box: \_\_\_\_\_ Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

#### Firm is:

☐ 1. Corporation

☐ 2. Partnership

☐ 3. Sole Owner

☐ 4. Association

☐ 5. Other, \_\_\_\_\_

# DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach a separate sheet.

1. State the name of each "non-managerial employee" of CECT Workforce Solutions, LLC (or any workforce development board contract area managed by CECT) having an "ownership interest" constituting 5% or more or the ownership in the above named "firm" or who is an officer, director, employee, or consultant employed or associated with your organization:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Job Title and Section (if known)**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Job Title and Section (if known)**

2. State the names of each "managerial employee" of CECT Workforce Solutions, LLC (or any workforce development board contract area managed by CECT) having an "ownership interest" constituting 5% or more of the ownership in the above named "firm" or who is an officer, director, employee, or consultant employed or associated with your organization:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

3. Provide the names of each "board member" on the CECT Workforce Solutions, LLC Board or staff (or any workforce development board contract area managed by CECT) having an "ownership interest" constituting 5% or more of the ownership in the above named "firm" or who is an officer, director, employee, or consultant employed or associated with your organization:

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**Name**

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**Board, Commission, or Committee**

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**Name**

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**Board, Commission, or Committee**

4. Provide the names of each employee or officer of a "consultant" of CECT Workforce Solutions, LLC staff (or any workforce development board contract area managed by CECT) who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 5% or more of the ownership in the above named "firm" or is an officer, director, employee, or consultant employed or associated with your organization:

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**Name**

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**Consultant**

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**Name**

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**Consultant**

## ATTACHMENT 6

### Texas Corporate Franchise Tax Certification

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Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign contracts, execute agreements or attest to such certifications on behalf of the business/vendor.

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The undersigned authorized representative of the entity contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract/agreement and is grounds for contract cancellation.

**Indicate the certification that applies to your business:**

- ☐ The Vendor/Business is a for-profit company and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- ☐ The Vendor/Business is a non-profit corporation/organization or is otherwise not subject to payment of franchise taxes to the State of Texas.

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**Name and Title of Authorized Representative**

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**Signature of Authorized Representative**

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**Date**

**ATTACHMENT 7**  
**State Assessment Certification**

The undersigned authorized representative of the corporation or Vendor/Business subcontracting or doing business with CECT Workforce Solutions, LLC herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for cancellation of the business relationship.

The business certifies 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.

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**Name and Title of Authorized Representative**

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**Signature of Authorized Representative**

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**Date**

## **ATTACHMENT 8**

### **Other Certifications**

#### **PART A: RESTRICTIONS ON THE USE OF CERTAIN PUBLIC SUBSIDIES**

Pursuant to Texas Government Code § 2264.051, the proposer certifies that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). The proposer shall follow Board policies and procedures concerning this law based on Agency guidance in WD Letter 07-08 and subsequent issuances.

The proposer further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051.

The proposer certifies that it has been notified about the unlawful employment of undocumented workers and advised of the penalties that the selected subcontractor will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, the Agency has determined that if the Board is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

The authorized representative of the proposer understands and certifies that the following statements are true and correct in the event of receipt of a Subaward:

- 4.1 That making a false statement is a material breach of contract and grounds for contract cancellation; and
- 4.2 That after receiving a public subsidy, if the Subrecipient is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Subrecipient shall repay the amount of the public subsidy with interest, at the rate of fifteen percent (15%).

#### **PART B: NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS**

As a condition of this agreement, all parties assure they have the ability to comply with 29 CFR 38, the nondiscrimination and equal opportunity provisions of the following laws, as well as all other regulations implementing them. This assurance applies to the delivery of programs, activities, and services related to this agreement. All parties will remain in compliance for the duration of the agreement.

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

All parties understand that the United States has the right to seek judicial enforcement of this assurance.

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Signature

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Typed/Printed Name and Title of Authorized Representative

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Date



## TABLE OF CONTENTS / DOCUMENT CHECKLIST

**Proposer may include additional documents to the following list of required documents if they are needed to answer the questions fully.**

<b><u>Page</u></b>	<b><u>Document</u></b>
_____	Transmittal Letter (summary of interest)
_____	Attachment 1 / Vendor Profile
_____	Table of Contents / Documents Checklist
_____	Proposal Narrative
_____	Attachment 2 / References
_____	Resumes and/or biographies of key personnel
_____	Copies of all professional certifications/licenses held by key management staff as well as those assigned to this project (if applicable)
_____	Copy of the HUB Certificate, if applicable
_____	Attachment 3 / Certification of Bidder
_____	Attachment 4 / Certifications Regarding Lobbying, Debarment, Suspension and Other Assurances and Drug-Free Workplace Requirements
_____	Attachment 5 / Certification of Conflict of Interest and Disclosure of Interest
_____	Attachment 6 / Texas Corporate Franchise Tax Certification
_____	Attachment 7 / State Assessment Certification
_____	Attachment 8 / Other Certifications
_____	Copies of any additional supporting documentation provided by Respondent