



**REQUEST FOR QUOTATIONS
(RFQ)**

FOR

WEBSITE HOSTING & RELATED SERVICES

Release Date: June 1st, 2010, 1:00 p.m. (CST)

Response Deadline: June 15th, 2010 12:00 p.m. (CST)

Issued By:

**Workforce Solutions - Capital Area Workforce Board
6505 Airport Blvd., Suite 101E
Austin, Texas 78752**

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PART 1. GENERAL INFORMATION

A. Background Information

Workforce Solutions - Capital Area Workforce Board is a private, non-profit corporation in the State of Texas and maintains a tax-exempt status as a 501(c)(3) organization under the IRS Code. The Board serves as the grant recipient and administrative entity for federal and state workforce program funds allocated to the local workforce development area (Austin/Travis County). Workforce Solutions is governed by a twenty-five member board of directors appointed by the Chief Elected Officials of the City of Austin and Travis County.

Workforce Solutions maintains a website (www.wfscapitalarea.com) through which information on the board, available services, bid opportunities, news, events, etc. is made available to the public.

B. Purpose

Workforce Solutions is soliciting quotations from qualified vendors to: 1) provide web-hosting services via co-location; 2) website maintenance services (i.e., patch management, anti-virus, weekly back-ups, and site monitoring); and 3) web design and programming services on an as needed/requested basis, including but not limited to: implementation of search-friendly URLs, site re-coloring, flash animation, design and/or modification.

C. Current Website Information

Workforce Solutions owns the server that runs its website (www.wfscapitalarea.com) which is currently co-located. The current version of the website runs on a Windows machine using the Mambo Content Management System (CMS). In addition to the standard CMS, Workforce Solutions runs the following added modules: survey, blog, events, newsletter, calendar, and has the ability to download website traffic logs.

PHP built on	Windows NT COLO200801-01 5.2 build 3790
Database Version	5.0.51b-community-nt
PHP Version	5.2.6
Web Server	Microsoft-IIS/6.0
Web Server to PHP Interface	isapi
Mambo Version	Mambo 4.6.2 Stable {Dylan} 18-Dec-2007 00:00 GMT

Currently, Workforce Solutions' authorized staff has the ability to perform routine content management related to routine information updates, such as the posting of meeting dates, departmental information, events, removing old and outdated information and general noticing.

D. Scope of Work

- Hosting Services for Workforce Solutions' website via co-location

- Website maintenance services
- Reporting services
- Technical support to Workforce Solutions' staff
- Web design and programming services on an as needed/requested basis

For web hosting and maintenance fees, selected vendor shall supply:

- Server logs and website statistics on at least a monthly basis. Vendor shall deliver to Workforce Solutions, in electronic form, the raw server logs of all website activity. Access to downloadable log files is acceptable.
- Vendor shall perform backups and maintain a complete and current copy of the website. Vendor must guarantee that backups are performed at least once a week and provide the ability for a quick site restoration in the event of a failure.
- Scalable, dedicated Internet bandwidth to the hosted server. The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.
- Provide security which prevents unauthorized access to the production website, other restricted areas of the website, serve and any databases or other sensitive or confidential material generated from or used in conjunction with the website. Vendor will monitor site for intrusions and shall notify Workforce Solutions of any know security breaches or holes.

E. Method of Procurement

Services solicited under this RFQ shall be procured under the competitive method of procurement as described in the Texas Workforce Commission's Financial Manual for Grants and Contracts. This RFQ provides a uniform method for the procurement of specified services providing for full and open competition.

F. Type of Contract

Workforce Solutions may execute a fixed-fee or cost reimbursement contract.

G. Eligible Proposers/Contractor Competency

In accordance with U.S. Department of Labor regulations at 29 CFR Part 98, Workforce Solutions is prohibited from awarding funds to any party debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs.

Respondents must have the demonstrated capacity, expertise, and experience to provide the services solicited in this RFQ. Respondents must be able to provide **all services requested**.

H. Contract Period

The period of performance for services will begin on or about July 1, 2010 through June 30, 2011. Workforce Solutions reserves the right to extend the contract period for three subsequent one-year periods; however, services may not be rendered beyond June 30, 2014.

I. Financial Reporting

Selected proposer shall be required to comply with federal, state and Workforce Solutions policies for financial management, record keeping and reporting.

J. Response Deadline

The response deadline is **no later than 12:00 p.m. (CST), on June 15, 2010.** Proposals, whether mailed or personally delivered, must be officially received at Workforce Solutions - Capital Area, 6505 Airport Blvd., Suite 101E, Austin, Texas 78752 by this deadline. Official receipt of proposals will be recorded on the Workforce Solutions Log of Proposals Received, and receipt form issued by Workforce Solutions. Proposers who mail a proposal will be sent of copy of the receipt form upon request.

Late proposals will be disqualified regardless of circumstances. Additions or deletions must be submitted and included in the proposal on or before the deadline. The withdrawal of a proposal is allowable only upon receipt of a written request by an authorized representative.

K. Procurement Schedule

Action	Date
RFQ Released	June 1, 2010
Written Questions Due	June 8, 2010
Questions/Answers Released	June 10, 2010
Proposal Due Date	June 15, 2010
Selection/Award	June 21, 2010

Dates are subject to change. All parties receiving or requesting a copy of the RFQ will be notified of any schedule change.

L. Technical Assistance

There will be no bidder's conference in connection with this RFQ. Written questions will be responded to in a Questions and Answers document, provided they are received by 5:00 p.m. (CST) on Tuesday, June 8, 2010. Written questions will be accepted by mail, fax, or e-mail and should be submitted to:

Weston Sythoff
Workforce Solutions - Capital Area
6505 Airport Blvd., Suite 101E

Austin, Texas 78752
Fax: 512-719-4710
weston.sythoff@twc.state.tx.us

This will be the only opportunity for bidders to ask questions related to the RFQ. All questions received by the deadline above will be responded to in a Questions and Answers document that will be provided to all parties that received or requested the RFQ. The document will be released on June 10th, 2010 and will be posted on Workforce Solutions' website at www.wfscapitalarea.com.

Only technical questions will be answered. Questions will not be accepted after the deadline of June 8th, 2010.

Officers, members, employees, or agents of Workforce Solutions are prohibited from providing individual assistance in the preparation of proposals.

M. Governing Provisions and Limitations

A violation of any of the following provisions may cause a proposal to be rejected.

1. The purpose of this RFQ is to ensure maximum, open, and free competition in the solicitation and procurement of services. This RFQ is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it obligate Workforce Solutions to award any contract or to pay for costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by Workforce Solutions. All contracts are contingent upon the availability of funds from funding sources.
2. Workforce Solutions reserves the right to accept or reject any of all proposals received, or to cancel or reissue this RFQ in part or its entirety.
3. Workforce Solutions reserves the right to award a contract for any services or group of services solicited via the RFQ in any quantity Workforce Solutions determines is in its best interests. It further reserves the right to make no award as a result of this solicitation for any services or group of services if it is in the best interest of Workforce Solutions.
4. Workforce Solutions reserves the right to withdraw or reduce the amount of any award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the Texas Workforce Commission or other specific funding sources of Workforce Solutions.
5. Workforce Solutions reserves the right to correct any error(s) and/or make any changes to this RFQ as deemed necessary. Workforce Solutions will provide notifications of such changes to all bidders recorded in the Workforce Solutions office record as having received or requested the RFQ.

6. Workforce Solutions reserves the right to negotiate the final terms of any contract awarded as a result of this solicitation with the bidder selected and any such terms negotiated as a result of this RFQ may be renegotiated and/or amended to successfully meet the needs of Workforce Solutions.
7. Workforce Solutions reserves the right to contact any individual or entity listed in the proposal that may have knowledge of the proposer's experience, performance, and qualifications.
8. Proposers shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any offer, member, employee, or agent of Workforce Solutions for the purpose of having an influencing effect on this procurement. In addition, no officer, member, employee, or agent of Workforce Solutions shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved.
9. Proposers shall not engage in any activity which would restrict or eliminate competition. This does not preclude joint ventures or partnerships.
10. The contents of a successful proposal may become a contractual obligation if selected for award. Failure of the proposer to accept this obligation may result in cancellation of the award. **No plea of error or mistake shall be available to a successful proposer as a basis for release of proposed services at stated price/cost.**
11. Workforce Solutions reserves the right to request clarification of, explanation for, or verify any aspect of a response to this RFQ, and to require the submission of any price, technical, or other revision to the response that results from contract negotiations.
12. Workforce Solutions reserves the right to award to other than the lowest price/cost proposer.
13. Workforce Solutions reserves the right to award without discussion.
14. Workforce Solutions reserves the right to reject any proposal that fails to conform to the requirements and specifications of the RFQ.
15. Workforce Solutions reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFQ.
16. Workforce Solutions reserves the right to cancel any contract awarded if the contractor fails to perform as agreed, or for convenience if it is determined to be in the best interest of Workforce Solutions.
17. All proposals and their accompanying attachments will become the property of Workforce Solutions after submission and will not be returned.

18. Workforce Solutions' contractors are prohibited from discriminating against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation, or belief.

N. Proposal Evaluation and Selection Process

1. All proposals received by the deadline will be reviewed by Workforce Solutions' staff for responsiveness to the requirements and specifications of the RFQ.
2. Proposals deemed responsive will be evaluated by a review team designated by Workforce Solutions.
3. All responsive proposals will be evaluated using the following criteria:
 - Demonstrated Performance/Experience (50 Points)
 - Reasonableness of Cost (50 points)
 - HUB Bonus Points (5 Points)
4. A proposal must receive a minimum average score of 70 points to be considered for selection and award of a contract.
5. The results of the proposal evaluation process will be presented to the Board's Executive Director for selection/award.

O. Procurement Dispute Resolution

Workforce Solutions 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 law shall be referred to such authority as may have proper jurisdiction.

All bidders will be notified in writing of the final results of the procurement process within ten (10) working days of the decision of the Board.

Any unsuccessful bidder has the option to protest the procurement decision. Complaints or protests must be submitted in writing by registered mail to Alan D. Miller, Executive Director, Workforce Solutions Capital Area, 6505 Airport Blvd., Suite 101E, Austin, Texas 78752. A clear statement of the complaint or protest and the reason(s) or grounds must be made. Protests must be received by Workforce Solutions within ten (10) calendar days of the bidders' receipt of the notification of non-selection. An acknowledgement of receipt of protest will be provided to the protestor along with specific instructions and dates for the protest process.

The protesting party is first given the opportunity for an informal review of the evaluation, raking, and selection process with Workforce Solutions' staff. This review is designed to allow the protesting party the opportunity to examine documentation related

to the procurement, understand the reasons for their particular evaluation score, provide them with information that may allow them to prepare a more successful response in future solicitations, and relieve them of any doubts about the integrity of the procurement process. The objective of this informal review is to provide an opportunity for resolution and avoid, if possible, the need for a formal hearing.

If after the informal review, the protesting party is not satisfied, a formal hearing will be scheduled. The protesting party must notify the Workforce Solutions' Executive Director, in writing, within five (5) working days from the date of the informal review requesting a formal hearing. The request must state the specific grounds for the appeal and the remedy(ies) sought.

Within ten (10) working days of the receipt of the written request for a formal hearing, notice will be sent to the protesting party informing them of the time, date, and location of the formal hearing. The hearing shall be conducted by an independent hearing officer selected by Workforce Solutions. The formal hearing shall be conducted within thirty (30) days of the receipt of written request for a formal hearing and decisions shall be made not later than sixty (60) days after such filing.

Should the Hearing Officer's determination result in a different outcome for the bidder, such recommendation shall be presented to the Board for consideration and possible action. The Board is NOT obligated to accept the Hearing Officer's determination and/or recommendation. The Board's decision shall be final and end the appeals process at the local level.

If the Hearing Officer's determination does not result in a different outcome to the protesting party, such information need not be presented to the Board and the protesting party shall be informed in writing of the determination of the Hearing Officer. In such cases, the Hearing Officer's decision shall be final and end the appeals process at the local level.

In all instances, information regarding a protest/dispute will be disclosed to the Texas Workforce Commission. The Commission's Financial Manual for Grants and Contracts provides for limited appeals of any local decisions. The Commission will not accept a protest or appeal until all administrative remedies at the local level have been exhausted. Commission appeal review is limited to: violations of federal law and regulations and violations of the Board's protest/dispute procedures or failure to review a protest or dispute.

Bidders not selected for an award of a contract may receive a debriefing to discuss the reason(s) for non-selection if the debriefing is requested in writing to the contact person for this procurement within fifteen (15) days of the receipt of notification of the procurement decision by any unsuccessful bidder not filing an appeal.

Facsimiles or e-mail shall not be accepted at any stage of the appeal process. The filing of an appeal within the specified time frame and in the manner required is a non-waivable requirement. There is no relief accorded to protesters for not filing within the published deadlines or following instructions.

PART 2. PROPOSAL PREPARATION AND SUBMISSION

Instructions for Submitting a Proposal

Format – Proposals must be typed, single spaced, in 12 point font, one-sided only, and submitted on 8 ½ x 11 inch white paper. Fancy or bulky bindings, colored displays, and promotional materials are discouraged. Emphasis should be placed on addressing all of the requirements of the RFQ in a clear and concise manner.

Number of Copies – One unbound original with original signature and three (3) exact copies must be submitted. All documents submitted must be legible, complete, and fully assembled. Any proposal lacking required copies or missing materials will be deemed as unresponsive and will not be considered under this procurement.

Proposal Labeling and Submission – Proposals must be addressed, externally labeled, and submitted according to the instructions regarding the response deadline cited in Part 1 of this RFQ. The consideration of proposals submitted after the RFQ deadline is not permitted. Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline.

Sequence of Submission

The proposal must be submitted with all required elements in the following order:

- Proposal Cover Sheet (Attachment A)
- Table of Contents
- Proposal Narrative
- Service Details
- Fee Schedule/Cost Information
- References
- HUB Certification (if applicable)
- Certification of Bidder (Attachment B)
- Certification Regarding Debarment (Attachment C)
- Certification Regarding Drug-Free Workplace (Attachment D)
- Certification Regarding Lobbying (Attachment E)
- Certification Regarding Conflict of Interest (Attachment F)
- Texas Corporate Franchise Tax Certification (Attachment G)
- State Assessment Certification (Attachment H)

Proposal Cover Sheet

Complete all items on the Proposal Cover Sheet (Attachment A). The Proposal Cover Sheet must be signed by a person in the proposing organization who has the legal authority to negotiate and sign a contract. This is also the person who must sign the Certification forms included in the Attachments to this RFQ.

Table of Contents

Responses must include a Table of Contents that lists each item of the proposal, including attachments, with corresponding page numbers. All items must be in the same order as specified above.

Proposal Narrative

- Provide a brief description of your organization's history and structure (including number of staff, services offered, capacity, etc.)
- Specify the address of your location where services will be provided.
- Describe your organization's expertise and experience in providing web hosting, maintenance, and design services.
- Identify a liaison who will serve as the primary point of contact with Workforce Solutions. Provide information on his/her credentials and experience.
- Describe security services to be provided.
- Describe your organization's response time to reports of technical problems and/or site failures.
- Provide a list of standard maintenance services offered.
- Provide at least three (3) professional references of clients that you have provided the same or similar services to within the past two (2) years. Include contact name, phone number, and email address (include as an attachment)
- Provide any additional information related to your organization's expertise, experience, capabilities, and capacity.

Service Details

- Describe the proposed process, phases, or steps in implementation of the website updates and hosting.
- Explain the entire process your organization will follow to update the site, evaluate usability standards, and test functionality.
- Describe the infrastructure, utilities, and tools proposed for website updates and maintenance.
- Describe the process for upgrades and patches that will be performed for both operational and security issues as needed.

- Describe ongoing support provisions i.e., Provide information about the type of services that would be provided under an annual maintenance contract.
- Submit a list of the services that are included in the standard monthly maintenance including;
 - frequency of backups
 - safeguarding of the backed-up copies, e.g. onsite and/or offsite
 - Provider's responsibilities and action in the event of 'denial of service' by internal or external intervention
 - Provider's responsibilities and action if the service is compromised, e.g., by power loss, flood or structural or similar damage to their location(s)
 - Information on hosting site including specifications on security, disaster recovery, and procedures for handling outages
- Requirements, if any, for bandwidth to the Internet necessary to support reasonable performance of website maintenance tools.

Workforce Solutions requires a Service Level Agreement (SLA). The SLA will outline compensation in the form of services or features for each month where the website is not accessible 95% of the time daily between 6am – 12am (CST).

If the services are no longer funded or the selected company becomes insolvent, all content and information stored on Workforce Solutions' site/server shall be physically and electronically delivered to the Workforce Solutions in a usable format.

All proposals must include a description of data center redundancy and backup structures, monitoring tools, and other measures in place to insure website availability.

A timeline for migration of all of Workforce Solutions' current website content to your service must be included. A contingency plan should be included in case the original timeline is not met. The contingency plan should outline compensation in the form of services or features that will be provided at no charge.

Fee Schedule/Cost Information

State your proposed charges/fees for each of the following services:

- Web Hosting
- Maintenance
- Design

Identify any potential related costs – i.e. travel, materials, communications, etc.



ATTACHMENT A

PROPOSAL COVER SHEET

Organization Name	
Mailing Address	
Physical Address (if different from mailing address)	
Contact Person/Title	
Contact Telephone Number	
Contact E-mail Address	
Federal ID Number (FEIN)	
State Comptroller ID Number	
Type of Organization	☐ Professional Corp. ☐ Partnership ☐ Sole Proprietor ☐ Other (Identify)
Historically Underutilized Business?	☐ Yes ☐ No Certifying Agency _____ If "yes", attachment certification

Authorized Signature

Date

ATTACHMENT B

CERTIFICATION OF BIDDER

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 has assisted in the preparation of this proposal.

I acknowledge that I have read and understand the requirements and provisions of the RFQ and that the organization will comply with applicable local, state, and federal regulations and directives in the implementation of the program. I also certify that I have read and understand the Governing Provisions and Limitations section presented in this RFQ and will comply with the terms.

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

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

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

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

(Signature)

(Address)

(Phone)

Subscribed and sworn to before me this _____ day of _____, 20____
at _____ County, Texas.

Notary Public in and for _____ County, Texas

SEAL

ATTACHMENT C

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

The contractor certifies that neither it nor its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

Have not within a three-year period preceding this contract award 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;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

Have not within a three-year period preceding this contract award 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 form.

Name of Organization

Typed/Printed Name and Title of Authorized Representative

Signature of Authorized Representatives

Date

ATTACHMENT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Contractor certifies that it will provide a drug free work place by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's work place and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the work place;
 - 2. the contractor's policy of maintaining a drug free work place;
 - 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. abide by the terms of the statement, and
 - 2. notify the employer of any criminal drug statutes conviction for a violation occurring in the work place no later than five working days after such conviction.
- E. Notifying the Capital Area Workforce Development Board within 5 days of receipt of notice from employee, under subparagraph D.2.
- F. Taking one of the following actions, within 30 days of receipt of notice under subparagraph D.2. with respect to any employee who is so convicted:
 - 1. taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs A, B, C, D, E, and F.
 - 1. Certification is a precondition of receiving a new contract after July 1, 1990.
 - 2. This policy does not require drug testing.
 - 3. Costs incurred to comply with the requirements of this policy are allowable costs under the contract.
 - 4. Contractors are not required to pay for rehabilitation programs for employees.

5. The requirements of this policy must be in place and certification must be made to the Capital Area Workforce Board at the time that the contract is executed.
6. Alcohol is not covered by this policy.

CONTRACTOR STATEMENT OF COMPLIANCE WITH THE DRUG FREE WORK
PLACE ACT OF 1988

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

Signature

Title

Date

ATTACHMENT E

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant local, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Applicant Organization: _____

Name and Title of Authorized Signatory: _____

Signature: _____ Date: _____

ATTACHMENT F

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 Executive Director, or an employee of Workforce Solutions;
- (2) no manager or paid consultant of the Proposer is married to a member of the Board, the Executive Director, or an employee of Workforce Solutions;
- (3) no member of the Board, the Executive Director or employee of Workforce Solutions owns or controls more than a 10 percent interest in the Proposer;
- (4) no spouse or member of the Board, Executive Director or employee of Workforce Solutions is a manager or paid consultant of the Proposer;
- (5) no member of the Board, the Executive Director or employee of Workforce Solutions 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 _____

Name of Organization: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Signature _____ Date: _____

ATTACHMENT G

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporation that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation 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 contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Signature

Date

Type Name and Title

ATTACHMENT H

STATE ASSESSMENT CERTIFICATION

The undersigned authorized representative of the corporation 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 contract and is grounds for contract cancellation.

The corporation 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.

Signature

Date

Type Name and Title