

# **REQUEST FOR QUOTES (RFQ)**

for

## **Southwest Key Workforce Development Workforce Contractor for Workforce Solutions Cameron**

### **Description:**

**Personnel Services for Subsidized Employment  
for Workforce Customers**

**Southwest Key Workforce Development, LLC**

851 Old Alice Road  
Brownsville, TX 78520

**ISSUE DATE: August 31, 2020**

**RESPONSE DEADLINE: September 17, 2020**

Workforce Solutions Cameron is an equal opportunity employer/program.  
Auxiliary aids and services are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de los documentos, sin ningún costo y a solicitud.

Southwest Key Workforce Development, LLC, contractor for Workforce Solutions Cameron, Inc., A Proud Partner of the American Job Center Network, and hereinafter referred to as "SWK" will receive quotes for:

## **Personnel Services for Subsidized Employment for Workforce Customers**

### **General Information**

SWK is soliciting quotes from interested and qualified providers to serve as employer of record and provide personnel services for Workforce customers placed on subsidized employment for a specified training period. SWK serves the Cameron County Workforce Development Area. SWK manages the one stop centers and provides workforce programs under Federal and State funding sources. The number of participants varies as to the program funding available. Using the last complete fiscal year actual expenditure, period 10/1/18 to 9/30/19, SWK has served approximately 465 customers through subsidized employment at an annual cost of approximately \$1,334,000.

The attached materials are provided to describe detailed instructions for the activities, which need to be completed for submission of a quote.

### **Procurement Standards**

Procurement of goods and services under Federal assistance programs shall be in compliance with OMB Circular A-102 or A-110 (as applicable), as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grants Management Standards, and the Texas Workforce Commission Financial Manual for Grants and Contracts. These guidelines require that procurement transactions be conducted in a manner that provides for maximum free and open competition, regardless of the dollar amount or the procurement method used.

### **Eligibility to Respond**

Organizations and individuals are eligible to respond if they are able to meet the specifications for the Personnel Services required under this RFQ and are not debarred and/or suspended from conducting business with Federal and State funded agencies.

### **Authorized Contact**

The authorized SWK contact person for this procurement is:

**Gilbert Lopez**  
**Financial Manager**  
**Southwest Key Workforce Development**  
**851 Old Alice Road, Brownsville, TX 78520**  
**Telephone (956) 546-3141**  
**Fax: (956) 544-6003**  
[gilbert.lopez@wfscameron.org](mailto:gilbert.lopez@wfscameron.org)

### **Submission of Questions and Quotes**

Questions regarding this RFQ should be directed to Gilbert Lopez at [gilbert.lopez@wfscameron.org](mailto:gilbert.lopez@wfscameron.org) by September 3, 2020 at 5:00 p.m. CST. Responses will be posted at [www.wfscameron.org](http://www.wfscameron.org) by September 4, 2020.

### **Deadline for submission of Quotes is September 17, 2020 at 5:00 p.m. CST.**

Organizations and/or individuals desiring to respond to this RFQ are required to submit their quotes based on the information provided in the Statement of Work below.

Responses to this RFQ must be typed and will become the property of SWK. Responses must include one unbound original and three (3) exact copies complete and fully assembled and must be officially received at Southwest Key Workforce Development, LLC office at 851 Old Alice Rd., Brownsville, Texas, 78520. Also send an electronic email copy to [gilbert.lopez@wfscameron.org](mailto:gilbert.lopez@wfscameron.org). Any modifications or amendments to a quote (i.e. one already submitted prior to the deadline) must also comply with the above requirement and the response deadline.

***Quotes received after the deadline date and time will not be accepted or considered for award.  
Timely delivery of Quotes to SWK is the sole responsibility of the offeror.***

Responses to this RFQ should be addresses/externally labeled as follows:

**Southwest Key Workforce Development  
Attention: Gilbert Lopez, Financial Manager  
851 Old Alice Road  
Brownsville, Texas 78520**

### **RFQ Schedule of Events**

The following schedule of events is subject to change at the discretion of SWK. All requestors of this RFQ will be notified of any and all changes on the Workforce Solutions Cameron website at [www.wfscameron.org](http://www.wfscameron.org).

<b>ACTIVITY</b>	<b>DATE/TIME FRAME</b>
RFQ Packet Available	August 31, 2020
Questions Due	September 3, 2020
Responses Posted	September 4, 2020
Quotes Due	September 17, 2020
Evaluation Period	September 21, 2020
Negotiation Period	September 23, 2020
Contract Award	September 28, 2020
Start Date	October 1, 2020

## **Evaluation Criteria**

The review and selection process will include the following criteria and value system:

<b>Criteria</b>		<b>Weight Factor</b>
1	Quote <b>meets all the requirements</b> of the RFQ.	25%
2	Quote demonstrates <b>reasonableness of cost</b> for services provided in the Statement of Work.	70%
3	Historically underutilized business certification (HUB)	5%

## **Selection Process**

SWK staff will perform the evaluation of quotes. However, SWK reserves the rights to select an independent review team for the purpose of RFQ evaluation should it deem it necessary. The following considerations apply to the selection process:

1. All quotes considered must be received on time and be responsive to the RFQ instructions.
2. SWK will base their selection on Responsiveness to Quote and Reasonableness of Cost.
3. In accordance with OMB Circular A-110, SWK will make a good faith effort to award contracts to Historically under Utilized Businesses (HUB's). It is the policy of this organization to pursue HUB business. However, the final decision as to the award of this contract will be contingent upon weighted evaluation criteria.
4. All vendors will receive notification of the contract award. A vendor who wishes to protest the decision will be required to notify SWK, in writing, within fifteen (15) calendar days from the date of the notification letter. The complainant letter must specify the nature of the protest and any desired remedies of action. SWK reserves the right to determine whether the protest is valid and merits further consideration.

## **Agreement Type/Program Period**

A contract will be negotiated with the selected proposer, based on cost quoted for services to be delivered and based on availability of funds.

1. SWK intends to negotiate a one year contract with 2 additional one year extensions based on performance.
2. SWK may immediately terminate a contract based on non-compliance on contractual obligations, and may terminate a contract without cause upon 30 days written notice. Contracted Service Provider may terminate the contract with or without cause upon 45 days written notice.
3. Final agreements will be subject to any changes needed as a result of changes in federal and state regulations. SWK may vary the program, change and/or extend the agreement period, as it deems necessary.

## **Proposer Appeal Process**

Southwest Key Workforce Development, LLC is the responsible authority for handling complaints or protests regarding the procurement and selection process. No protest shall be accepted by the grantor (State) until all administrative remedies at the local level have been exhausted. This includes, but is not limited to: disputes, claims, protests of award or non-selection for award, source evaluation, 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.

### **Request for Debriefing**

Proposers not selected by this procurement process may appeal the decision by submitting, within 10 days of the receipt of Southwest Key Workforce Development, LLC notification of the procurement decision, a written request for Debriefing to obtain information on the procurement process and how their offer was received and ranked. SWK shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of scheduled Debriefing. The Debriefing shall be scheduled, as soon as possible, and no later than 10 days from the receipt of the Request for Debriefing.

### **Conditions**

1. SWK reserves the right to accept or reject any or all quotes submitted or cancel the procurement.
2. This RFQ does not commit SWK to pay for any cost incurred prior to the execution of any contract. All contracts are contingent upon availability of funds from the U.S. Department of Labor and/or Texas Workforce Commission.
3. The intent of this RFQ is to identify the various contract alternatives and estimates of costs for the items solicited. SWK is under no legal requirement to execute a contract from any quote submitted.
4. Vendors shall not make contact with, or make offers of gratuities or favors, to any officer, employee, member of the SWK, or any subcontractor employees of the SWK. Contact for technical assistance is allowed with the RFQ contact person (see pg. 2). Violation of this instruction will result in immediate rejection of the quote.
5. SWK specifically reserves the right to vary the provisions set herein any time prior to the execution of the contract where such variance is deemed to be in the best interest of the SWK.
6. All quotes and their accompanying attachments will become property of SWK after submission and materials will not be returned.
7. The contents of a successful quote may become contractual obligations, if a contract is awarded. Failure of the vendor to accept those obligations may result in the cancellation of the quote for selection. The contents and requirements of this RFQ may be incorporated into any legally binding and duly negotiated contract between SWK and the selected vendor(s).
8. SWK reserves the right to select and/or contract with more than one vendor from the quotes submitted.
9. SWK reserves the right to contract for a period not to exceed 3 years. All contracts are reviewed and renewed/terminated annually based on performance and contingency of funding.

## **Statement of Work**

SWK operates the One-Stop Center System in Cameron County. As One-Stop Center Operator, SWK serves the following populations:

- Individuals who have little or no work history
- Individuals who have experienced plant closings or lay-offs
- Individuals who receive public assistance
- Individuals who have an offender background
- Youth between the ages of 16 and 24 years

SWK staff will determine eligibility of customers to participate in the subsidized employment activity under one of the qualifying funding sources. Those customers deemed eligible will be referred to the selected vendor for temporary employment. The temporary employees will be employees of the selected vendor. The selected vendor will be required to maintain personnel and payroll records and provide for the payment of wages. Invoices will be submitted to SWK after each pay date.

Vendors must be able to:

1. Accept employees with multiple levels of skill sets

Employees will be referred by SWK or its designated agents. These employees have been deemed eligible to participate in the subsidized employment program by a workforce center Career Coach. The subsidized employment is an activity that is used to benefit these population groups and assist in preparing them to seek, obtain and ultimately maintain employment. Subsidized employment placements are generally classified as clerical and light industrial.

2. Clearly indicate the cost offered for the services requested

The agency charge for these employees must be listed individually by job title and/or function if multiple rates will be charged. All vendors must provide an explanation of what the agency charge encompasses. It should be clearly stated whether the rate is a set rate or a percentage of salary rate and must include rates for each classification – clerical and light industrial.

If any conditions may affect the cost of any particular services, or the price as a whole, state those conditions clearly. SWK reserves the right to disqualify any quote in which the cost is not absolutely clear.

3. Provide worker's compensation insurance for its employees

All bidders shall provide proof of insurance.

4. Provide the following personnel services:

- Provide a dedicated Account Representative who tracks and conducts 100% review of timesheets.
- Notify SWK when there are issues and concerns of accuracy and timeliness of timesheet submissions.
- Provide an Account Representative on site as needed.
- Correct time discrepancies, pay corrected hours and acknowledge corrections.
- Train participants on process of completing and submitting Work Experience Timesheets, including importance of timely and accurately submission. Provides contact information to Work Experience participants.
- Provide training to the employer work sites on Work Experience Timesheets, including timeliness, accuracy, and submission for payroll processing.
- Be the employer of record.

- Process payroll timely and accurately for each payday and immediately communicate issues of timeliness and accuracy to SWK.
  - Payroll will be made via employee pay checks or electronic pay.
  - Appropriate calculation and withholding of federal, state, and/or local taxes and payment of these taxes.
  - Calculation of payroll taxes to be paid by Employer of Record (such as Social Security and Medicare).
  - Printing and filing of year-end employee tax documents such as Form W-2.
  - Producing pay register with salaries and withholdings.
  - Conduct background checks and drug screening, as needed.
  - Human Resources (HR) tracking/reporting.
  - Serve as the Workers' Compensation Insurance intermediary.
  - Weekly reporting that includes participant name, work site, pay rate, hours worked and earnings, as well as cumulative hours and weeks worked and cumulative earnings.
  - Provide additional supporting documentation to SWK, as requested.
5. Provide all documentation and records related to subsidized employment participants referred by SWK for review by SWK Monitors, upon request.

SWK will maintain responsibility for the following:

- Referring the employee eligible to participate in subsidized employment service.
- Maintaining work site agreements with eligible work sites and training positions.
- Establishing rate of pay for employees.
- Establishing length of temporary employment.
- Handling participant on-the-job performance and/or attendance issues.
- Submit attendance records to vendor.

### **Order of Submission**

All quotes must include the items listed below in the sequence in which they are listed.

- 1. APPLICANT COVER SHEET** (Attachment A)
- 2. STATEMENT OF WORK**
- 3. CERTIFICATION OF APPLICANT** (Attachment B)
- 4. CERTIFICATION REGARDING DEBARMENT** (Attachment C), **including instructions.**
- 5. CERTIFICATION REGARDING LOBBYING** (Attachment D)
- 6. CERTIFICATION REGARDING CONFLICT OF INTEREST** (Attachment E)
- 7. TEXAS CORPORATE FRANCHISE TAX CERTIFICATION** (Attachment F)
- 8. HUB CERTIFICATION** (Attachment G)
- 9. EQUAL OPPORTUNITY AND NONDISCRIMINATION** (Attachment H)
- 10. REFERENCES** – Quotes must contain a list of three (3) references where same or similar services have been performed. Include the name of the business or governmental entity, address, telephone number, and contact person.



## ATTACHMENT A

### APPLICANT COVER SHEET

IDENTIFICATION OF PROPOSER \_\_\_\_\_

LEGAL NAME OF ORGANIZATION \_\_\_\_\_

HEAD OF ORGANIZATION \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHYSICAL ADDRESS (IF DIFFERENT) \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

AGREEMENT SIGNATORY AUTHORITY \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TAX/LEGAL STATUS            ☐ CORPORATION            ☐ SOLE OWNERSHIP  
   ☐ PARTNERSHIP            ☐ OTHER

DATE ESTABLISHED \_\_\_\_\_

STATE COMPTROLLER ID NO. \_\_\_\_\_ IRS. NO. \_\_\_\_\_

SMALL BUSINESS            ☐ YES            ☐ NO

IS PROPOSER CERTIFIED AS A HISTORICALLY UNDER-UTILIZED BUSINESS BY TEXAS WORKFORCE COMMISSION? ☐ YES ☐ NO

CERTIFYING AGENCY? \_\_\_\_\_

(If yes, a copy of the certification notice is required as Attachment G)

## ATTACHMENT B

### CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of **Southwest Key Workforce Development, LLC** has assisted in the preparation of this. I acknowledge that I have read and understood the requirements and provisions of the RFQ and that this organization will comply with the procurement standards applicable under this RFQ, and any other applicable local, state, and federal regulations and policies. I also certify that I have read and understand the Governing Provisions and Limitations and Assurance and Certifications sections presented in the RFQ and will comply with the terms, thereof, and that **Southwest Key Workforce Development, LLC** authorized to verify references and stated performance data and to conduct credit and criminal background check if needed, and furthermore that:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Type Name of Signatory Authority)  
of the corporation, partnership, association, public agency or other entity named as Applicant and Respondent herein and that I am legally authorized to sign this and submit it to **Southwest Key Workforce Development, LLC** behalf of said organization by authority of its governing body.

ATTEST:

_____ (Respondent Signature)	_____ (Collateral Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Typed Title)	_____ (Typed Title)
_____ (Date)	_____ (Date)

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in  
\_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_  
\_\_\_\_\_  
SEAL Notary Public in and for  
\_\_\_\_\_  
\_\_\_\_\_ County, \_\_\_\_\_ State, \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

## **ATTACHMENT C**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

(1) The prospective recipients of Federal assistance funds certifies, by submission of this , that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this.

---

Name and Title of Authorized Representative

---

Signature

Date

## INSTRUCTIONS FOR CERTIFICATIONS REGARDING DEBARMENT

Federal Register/Vol.53, No.102/Thursday, May 26, 1988/Rules and Regulations 19211

Appendix B-Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction

### Instructions for Certification

1. By signing and submitting this, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, primary covered transaction, principal, , and voluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this is submitted to assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this that it will include this clause titled Certification Regarding debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,@ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.**

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

[FR Doc.88-11581 Filed 5-25-88; 8:45 a.m.]

## ATTACHMENT D

### 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 agreements, 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 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.

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 E

### CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this, Proposer covenants and affirms that:

- (1) No manager, employee or paid consultant of the Proposer is a member of the Policy board, or a manager of the Board;
- (2) No manager or paid consultant of the Proposer is a spouse to a member of the Policy Board, or a manager of the Board;
- (3) No member of the Policy Board, or an employee of the board owns or controls more than a 10 percent interest in the Proposer;
- (4) No spouse of a member of the Policy Board, or manager of the Board is a manager, employee or paid consultant of the Proposer;
- (5) No member of the Board, or employee of the Board receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
- (6) Proposer has disclosed within the 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 the Board and shall immediately refund to the Board 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 the Board relating to that contract.

Name of Organization Submitting: \_\_\_\_\_

Name and Title of Authorized Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT F

### TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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 must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution to sign the contract for the corporation.

The Applicants executing this contract herein certifies that the following indicated statement is true and correct and that the Applicants understands that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

\_\_\_\_\_ Not applicable. Applicant is not a corporation.

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 payments of franchise tax payments to the State of Texas.

### STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract 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.

\_\_\_\_\_ The Corporation has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

---

Name of Organization

---

Printed Name and Title of Authorized Representative

---

Signature of Authorized Representative

## **ATTACHMENT G**

### **HUB CERTIFICATION**

HUB Certification – Historically Underutilized Business (HUB’S) shall attach a notice of certification here as Attachment G.



## ATTACHMENT H

### EQUAL OPPORTUNITY AND NONDISCRIMINATION

(**Proposer Name**) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under the Workforce Innovation Opportunity Act, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any Workforce Innovation Opportunity Act financially assisted program or activity. (**Proposer Name**) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

#### EEO Laws, Rules, Guidelines, Regulations

(**Proposer Name**) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.
- Title IX of the Education Amendments Act of 1972 which prohibits discrimination on the basis of sex under any education program or activity receiving Federal financial assistance

(**Proposer Name**) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin,

age, disability, or political affiliation or belief. (**Proposer Name**) takes positive steps to eliminate any systematic discrimination from personnel practices. (**Proposer Name**) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

---

Name of Organization/Firm

---

**Signature of Authorized Representative**

---

Date

---

Print Name and Title of Authorized Representative