



HOUSTON-GALVESTON AREA COUNCIL
Request for Proposal (RFP)
Workforce System-Early Education Quality Services
Solicitation Number: HS-WKF-EEQS-07-2022

EVENT	DATE
ISSUED:	Friday, July 15, 2022
PRE-PROPOSAL CONFERENCE DATE:	Thursday, August 04, 2022 @ 2:00 PM. CST Information on how to <i>register for the pre-proposal</i> meeting is on page 14, section VI
QUESTIONS DEADLINE:	Wednesday, August 10, 2022 @ NOON CST
SHAREFILE ACCESS INVITATION REQUEST DEADLINE:	Wednesday, August 24, 2022 @ NOON CST Requests made after this time will <u>not</u> be accepted.
CLOSING DATE / SUBMISSION DEADLINE:	Thursday, August 25, 2022 @ NOON CST
EST.COMMITTEE APPROVAL DATE: ESTIMATED BOARD APPROVAL DATE:	Tuesday, October 04, 2022 Tuesday, October 18, 2022
ESTIMATED CONTRACT START DATE:	November 2022
FORMAT:	One (1) electronic copy in PDF format. Please combine all files being submitted into one (1) pdf. Additional files may not be reviewed.

Please read the submission instructions carefully, exceptions cannot be made if instructions are not followed:

SUBMISSION: To submit a response, Respondent must email the below information (1-4) to purchasing@h-gac.com to request an access invitation link to the ShareFile system where the Respondent will upload the Response. **The request for the link must be made before indicated deadline.** Link requests received after this time will **NOT** be accepted. SUBMISSIONS WILL **NOT** BE ACCEPTED BY EMAIL OR MAIL.

1. Company Name and Company Representative Name
2. Representative Email Address (for ShareFile access email invitation)
3. Subject Line: ShareFile Access Invitation Request
4. The Solicitation Number (exactly as listed above)

If technical issues with the ShareFile System arise, preventing all Respondents from submitting a response within the two (2) hours preceding the deadline, the solicitation due date and time may be automatically extended for a period of 24 hours. Any technical issue must be with the ShareFile system and affect **all** respondents. H-GAC will verify the technical issue or unavailability of the ShareFile system. Technical issues localized to a single Respondent will not be considered cause for an extension. **It is strongly recommended that submissions be uploaded no later than four (4) hours prior to the deadline.** H-GAC is not responsible for attempting to resolve any technical issues occurring four (4) hours before the submission deadline, nor is H-GAC responsible for incomplete or late submissions. Recording of submission time and date will occur via ShareFile. Submissions uploaded after the deadline will not be accepted or opened. Responses may be submitted any time prior to the submission deadline. To satisfy any required public opening, H-GAC will post only the names of the companies which submitted responses to the H-GAC website (<http://www.h-gac.com/procurement>) as soon as possible after the closing date.

SIGNATURE PAGE

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this Solicitation. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Solicitation at the time a response is submitted to H-GAC.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the submission due date and can be further extended by mutual written agreement.

Respondent is <u>REQUIRED</u> to sign this <i>Signature Page</i> and return with the submitted response. An unsigned Submission will be deemed non-responsive.	
Legal Name of Entity/Individual Filed with IRS for this Tax ID Number:	
Doing Business As (DBA) Name:	
Is Respondent business currently a Certified Small Business (SBA), Minority (MBE) or Disadvantaged (DBE)? Yes _____ No _____ If yes, copy of certificate must be attached.	
Company Mailing Address and Billing Address (if different from company address):	
City, State, Zip Code:	
Tax ID Number (EIN):	DUNS Number:
Unique Entity ID (SAM.gov) <u>REQUIRED</u> :	
Contact Person:	Phone Number:
Email Address:	
Authorized Signature of the person authorized to bind Respondent company to any contract/purchase order that may result from this Solicitation:	
Authorized Signature:	Date:
Printed Name:	Title:
Email Address:	

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing submissions. Any Letter of Clarification will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available. **H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must frequently check <http://www.h-gac.com/procurement> for updates.**

PART I –GENERAL INFORMATION

Houston-Galveston Area Council (H-GAC) Background

The Houston-Galveston Area Council (H-GAC) is the region-wide voluntary association of 133 local governments and local elected officials in the 13-county Gulf Coast Planning region of Texas. Local elected officials organized H-GAC in 1966 after authorization by State enabling legislation. Its service area is 12,500 square miles and includes more than 7-million residents. H-GAC is governed by a 36-member Board of Directors composed of local elected officials, who serve on the governing bodies of member local governments. All H-GAC programs are carried out under the policy direction of its Board of Directors. H-GAC's mission is to serve as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its residents. H-GAC is the regional organization through which local governments consider issues and cooperate in solving area-wide problems. Agency programs emphasize local government concerns, such as transportation, air and water quality, criminal justice, demographic analysis, mapping programs, and intergovernmental purchasing. H-GAC also serves its citizens through workforce development programs, services to the aging and elderly, and small business finance programs.

The Workforce Solutions Background



The Gulf Coast Workforce Board and its operating affiliate Workforce Solutions together are the public workforce system in the 13-county Houston-Galveston region. Workforce Solutions help employers meet their human resource needs and individuals build careers, so both can compete in the global economy. Workforce Solutions serves 300,000 to 400,000 people annually and more than 25,000 employers through 28 local career offices, an Employer Service division, and a consortium of adult education providers. Workforce Solutions offers a range of services to help employers find and hire the best candidates for their job openings, develop new or current employees, and get human resources technical advice. Workforce Solutions helps individuals get a job, keep a job, or get a better job with job search assistance, job referrals and placement, career planning, and financial assistance for those who are eligible. The Workforce Solutions system is made up of contractors, partners, and vendors operating under a franchise model that governs how staff deliver service under the Workforce Solutions brand. The interconnected units that work together in this model include:

Career Offices	Mobile Unit
Contact Center	Staff Training and Professional Development
Early Education Providers	Vocational Rehabilitation Services
Employer Services	Youth Providers
Financial Aid Payment Office	
Financial Aid Support Center	

We exist to keep our region a great place to do business, work, and live. We live our purpose every day as we work to elevate the economic and human potential of the greater Houston-Gulf Coast area by fulfilling the diverse needs of the businesses and individuals we serve. By doing this, we will create a future in which our region attracts and retains the best employers, affords everyone the dignity of a job, and remains vitally important to the global economy – while all within it are thriving. We care passionately about what we do and whom we serve; we take our responsibilities to be accountable to our customers and our funders seriously; and we help our customers imagine possibilities. Since its inception, the Gulf Coast Workforce Board has followed a market-driven approach to serving both the region's employers and people. We believe that an individual's job needs are best met by meeting employers' needs for a well-educated and well-trained workforce. As the source of jobs that people want, employers are the primary customer for Workforce Solutions. For more information about the Gulf Coast Workforce Board and Workforce Solutions, visit <http://wrksolutions.com>.

Solicitation Background

See Part X, page 29 Workforce Story.

Objective/Purpose

The Houston-Galveston Area Council, the fiscal agent for the Gulf Coast Workforce Board, is issuing this Solicitation on behalf of the Board and Workforce Solutions and is seeking a qualified contractor to perform professional services for the Workforce Solutions system. Any subsequent contract awarded under this solicitation will be executed with the Houston-Galveston Area Council as the contracting entity.

Scheduled Time Frame

H-GAC intends to award one or more contracts for the individual tasks/services requested under this Solicitation. The term of this contract shall be for a period of one (1) year. The contract may be renewed for up to three (3) additional years depending on an annual review of performance, availability of additional funds and annual approval from the H-GAC Board of Directors. H-GAC and the Contractor will jointly determine a schedule for progress meetings, in accordance with the final schedule for Scope of Work. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.

Budget/Funding

H-GAC primarily uses federal funds, as well as several state and local sources—to fund its workforce system contracts. The Texas Workforce Commission provides the majority of revenue every fiscal year through the major revenue sources, which are by formula allocated to the Gulf Coast Workforce Board for annual operations. During a contract year, H-GAC competes for and may receive revenue from other federal, state, or private sources. 100% of the total cost of contracts authorized from this solicitation are Federal funds. It is estimated that funds available for all combined activities will not exceed \$9M.

No Guarantee of Usage

H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

Pre-Award Audit

Due to the amount and type of funding programmed for this project, H-GAC requires that a pre-award audit be conducted before the execution of a contract. The information required for this audit, in addition to a draft contract and detailed scope of work, is:

1. Detailed annual budget
2. 12-month project Schedule/Timeline
3. Itemized cost estimate by personnel job title (including hours), benefits, overhead, travel, equipment, supplies, printing and other direct expenses; and
4. Support data for the benefit and indirect rates (overhead) based on audited costs.
5. Federal OMB Form 60

Post Award Meeting

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.

Service Region



PART II – SCOPE OF WORK

About Early Education Quality

Workforce Solutions is committed to both working with existing and new childcare providers to expand the supply of quality, affordable early education and childcare across our 13-county region, as well as with parents and caregivers to make early education and childcare more affordable to them and improve their capacity to provide nurturing environments in which their children grow up and develop. Workforce Solutions currently provides financial scholarships and helps subsidize the cost of childcare for more than 30,000 income-eligible children across our region from ages birth through age 13.

There are more than 3,700 licensed childcare providers across our region, of which approximately 50% have contracts with Workforce Solutions to accept children who are receiving our financial scholarship subsidy assistance. Among Workforce Solutions' existing childcare provider network, fewer than 500 are currently participating in the Texas Rising Star system.

Workforce Solutions is seeking contractor(s) that will direct efforts towards providers and assist Workforce Solutions in expanding the supply of quality, affordable early education and childcare. Workforce Solutions is also seeking contractor(s) that will focus on supporting and assisting parents and caregivers.

How this Service Works and Aligns to the System

The Board supports providers who aspire to provide a quality experience for children in a safe, educational and nurturing environment. Creative, stimulating and age-appropriate activities and experiences prepare children for success in school and eventually for work. The Early Education Quality Contractor works with:

- Childcare providers to promote training in early learning, language, literacy and numeracy development for young children and to improve quality learning through participation in Texas Rising Star
- Customers throughout the region who call into the 2-1-1 System requesting information about childcare resources and providers in the area
- Customers at a Career Office to develop a childcare inclusion plan for the provider's staff or inform the parent of other childcare resources
- Career Office or Support Center staff to refer a customer who has a child with a disability to the Early Education Quality contractor for assistance in identifying a provider or other resources for the child
- Financial Aid Payment Office staff to determine when a provider may be paid an enhanced rate when services to the child results in significant expenditures for the provider
- Financial Aid Payment Office staff to increase the number of available Workforce Solutions providers and when we want to connect parents with providers to discuss childcare options
- Colleges and other educational entities to provide early education courses and professional development opportunities to childcare providers and introduce childcare service to the adult education community
- Board staff to report on production and delivery of services provided to providers and community as it relates to the quality of early education for young children

Additional Resources

Additional information on requirements and operations is available in the Documents and Forms section (Attachments A-F) of this request at <https://www.h-gac.com/procurement/solicitations/6-hs-wkf-eeqs-07-2022>.

Performance Expectations

H-GAC intends to award one or more contracts for the individual tasks/services requested under this Solicitation. Respondents may apply to provide services for Parent Support and/or Texas Rising Star as listed in the sections below.

Parent Support Expectations:

- Provide early education and childcare information and referrals
- Promote and provide consumer education information to parents
- Increase opportunities for providers and families to support school readiness skills
- Support families and childcare providers serving children with disabilities
- Provide on-going training for early education/childcare providers on a variety of topics, and
- Enhance the quality of early education experience for children across the 13-county service area

Texas Rising Star Expectations:

- Work to ensure that all Workforce Solutions childcare providers achieve Texas Rising Star status
- Manage, maintain, and increase the number of early education/childcare providers who are certified as Texas Rising Star providers
- Increase the number of Texas Rising Star providers qualifying as 3 and 4-Star
- Establish Childcare/ Pre-K partnerships between Workforce Solutions childcare providers and area school districts
- Provide funds and paths for early education/childcare provider staff to obtain the Child Development Associate credential and/or higher-level certifications in early education
- Enhance the quality of early education experience for children across the 13-county service area

Current Operations/Requested Work Services

The Early Education Quality contractor(s) will work closely with the Gulf Coast Workforce Solutions system, childcare providers, and other community resources to perform the following services and makes those services available to parents and providers. The Workforce System envisions the future of this work as a hybrid of in-person and online services and includes, but not limited to, the following tasks:

Task 1 – Referral, Consultation, Needs Assessment, Coaching – Parent Support

- Provide Early Education and Childcare information and referrals, and consumer education to parents/families across the service region, including 2-1-1 Texas
- Telephone consultations and resources to registered and listed home providers
- Provide Parenting sessions on site at childcare centers
- Perform needs assessments and on-site coaching to providers
- Facilitate face-to-face and virtual early learning and literacy support, coaching and mentoring to provider staff
- Collaborate with Adult Education service providers to offer educational opportunities to families
- Provide technical assistance to parents requesting immediate need for available childcare options in the event of unforeseen circumstances, e.g. pandemic, flooding, etc.
- Educate parents on the benefits of the TRS system

Task 2 – Training, Development and Planning – Texas Rising Star

- Provide various levels of training for provider staff on site and virtually
- Coordinate services such as teacher training, when possible with public school districts, Head Start, Early Head Start and Early Childhood Intervention programs and others to expand the availability of quality training to teachers
- Facilitate training sessions at conferences for childcare providers such as (Texas Association for Education of Young Children and Gulf Coast AEYC, Harris County Department of Education, CHILDD)
- Perform development and training on topics such as child growth development, math and science development, social and emotional development and responsive teaching techniques
- Provide training and resources for providers to attain CDA credential
- Provide scholarships for provider staff to complete Child Development Associate (CDA) credentials/renewals and early education college courses
- Provide technical assistance and training to 8 or more Workforce Solutions providers who have been identified as “At Risk” by the Texas Department of Family and Protective Services
- Arrange for provider training on children’s health and safety, child abuse prevention, early learning and child development for infants and toddlers
- Participate in required training and certification for Mentors and Assessors

Task 3 – Texas Rising Star Outreach and Management – Texas Rising Star

Perform outreach to recruit providers to join Texas Rising Star (TRS) System and provide management of TRS by:

- Providing technical assistance to providers to attain TRS status designation
- Entering accurate data on TRS providers in Children’s Learning Institute (CLI) Engage software system
- Increasing and maintain number of TRS providers in the region
- Providing quality improvement and TRS assistance to area providers
- Managing state enacted professional development for the board and childcare providers
- Assessing and mentoring providers using qualified assessors and mentors
- Increasing the number of Workforce Solutions childcare providers achieving TRS 3- and 4-star status.
- Recruiting Workforce Solutions childcare providers from contracted slots

Task 4 – Quality and Service Improvement – Texas Rising Star

- Expand and improve supply of childcare for infants and toddlers
- Provide early learning and school readiness opportunities for provider staff and parents with children from birth through pre-kindergarten
- Work with families and childcare providers to improve school readiness and increase early learning and literacy
- Work with current providers to add additional learning curriculum, equipment and tools to improve the quality of teaching for children.
- Provide support for programs which provide school readiness, early learning, career awareness and literacy
- Provide childcare staff with stipends for eligible educational milestone and quality benchmarks
- Help providers and staff develop and implement specialized inclusion plans for children who have disabilities
- Promote inclusion for children with disabilities through recruitment of providers to serve more children and helping providers select resources for children

Task 5 – Program Support – Texas Rising Star

- Support childcare administrators in creating director and staff accounts in Texas Workforce Registry
- Coordinate with Workforce Board Staff to identify and secure local match funds for federal Child Care Development Funds by contacting local match contributors to raise a minimum \$10.4 million in local match funds to increase the availability of early education resources and direct childcare assistance for families in the service region
- Write and manage agreements for local match used for childcare financial aid and quality improvement

Task 6 – Reporting/Measurement/Monitoring – Texas Rising Star

- Measure school readiness outcomes for children in TRS programs by selecting and using approved child assessments programs/tools
- Reporting progress on monitoring of data for school readiness outcomes quarterly to H-GAC liaison
- Reporting quarterly progress on training and assistance provided to “at risk” providers

PART III –SUBMISSION CONTENTS

Submissions must include the information described below. Staff resumes, and any additional forms, can be included as an appendix to the submittal and do not count towards any section page limits noted below.

A. Summary Letter

This letter must include a summary of key aspects of the contractor's qualifications and must indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation. (Maximum 1 page)

B. Signature Page all Forms as Listed on last page of this Solicitation

Submit completed and signed Signature Page (located on page 2) and all required/applicable forms of the checklist provided on the last page of this solicitation. If not signed, the Submission will be deemed non-responsive and will not be considered for evaluation.

C. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form

Complete and sign the applicable section (A, B, or C) of the Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form. Respondent must identify the small and minority businesses, women's business enterprises, and labor surplus area firms' participation level and the role that each small and minority business, women's business enterprises, and labor surplus area firm will have in the project implementation. Since small and minority businesses, women's business enterprises, and labor surplus area firms' proposed are considered part of the team, the Respondent must include all relevant information necessary to effectively perform the evaluation of the response as it relates to the submission requirements listed in this section. Nothing in this provision will be construed to require the utilization of any small and minority businesses, women's business enterprises, and labor surplus area firm that is either unqualified or unavailable. **The applicable section of this form must be completed, signed and returned with the submission, failure to return this signed form and any applicable required good faith effort documentation may result in the submission being deemed non-responsive.**

D. Past Performance Questionnaire

Submit completed Past Performance Questionnaire (Attachment 1), this form must be completed in full and submitted with response.

E. Qualifications/Experience/Capability Questionnaire

Submit completed Qualifications/Experience/Capability Questionnaire (Attachment 2), this form must be completed in full and submitted with response.

F. Methodology Questionnaire

Submit completed Methodology Questionnaire (Attachment 3), this form must be completed in full and submitted with response.

G. Financial Stability

Provide organization's most recent audit as well as audited financial statements. Please also provide a description of organization's financial stability and any comments regarding credit rating, payment policies, and any recognition received from accrediting or other bodies for financial excellence. Has organization experienced any financial difficulty in the past five (5) years?

H. Organizational Structure and Information Questionnaire

Submit completed Organizational structure and Information Questionnaire (Attachment 4), this form must be completed in full and submitted with response.

I. Budget/Staffing (10-page maximum)

Submit a completed Staffing Table detailed plan for the proposed project (Attachment 6 Parent Support and/or Attachment 7 Texas Rising Star). Also, use the Budget forms provided including a budget narrative accurately reflecting project delivery and support the budget with detailed costs (Attachment 8 Budget Parent Support and/or Attachment 9 Budget Texas Rising Star). If using funds from this proposal to pay for salaries of personnel not listed in the tables, list those positions in a separate summary, give the name of the current occupant of the position (if filled), and the amount and percent of the salary anticipated for charging to this project.

J. Additional Information

This form is optional to submit additional information Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others. If submitting additional information, please complete the Additional Information Form (Attachment 5) and submit with your proposal.

PART IV – EVALUATION, SELECTION AND AWARD

Evaluation

An evaluation committee may consist of representatives from H-GAC and other stakeholders and will score the submission to the Solicitation in accordance with the evaluation criteria listed below. The process for evaluating submissions includes: (1) H-GAC/Gulf Cost Workforce Board staff evaluation, (2) review and approval by the Gulf Coast Workforce Board and (3) approval by the H-GAC Board of Directors.

Submissions will be evaluated on the basis of meeting the minimum qualifications and selection criteria listed in the Evaluation Criteria section of this Solicitation. Each criterion is given a weight totaling 100%, submissions are scored on a scale of 0-5, and are then ranked on the total of the weighted score.

Selection

Upon review of all information provided by Respondents, the evaluation committee will rank each submission. H-GAC intends to select a submission that best meets the needs of H-GAC, and other stakeholders to be determined. However, the Final approval and selection of award lies with the Board of Directors.

Board Approval and Award

Review and approval by the Gulf Cost Workforce Board. A recommendation will then be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractors in descending order. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

Debriefing

Requests for a debriefing must be made in writing to purchasing@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Presentation/Demonstration/Interview

The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview.

Best and Final Offer (BAFO)

H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

PART V – EVALUATION CRITERIA

Responsiveness (Pass/Fail)

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; and if subcontracting, may include the completed Small and Minority Business Affirmation Form.

Past Performance (25%)

Detailed questionnaire information is provided and demonstrates satisfactory past performance. All information in Attachment 1 is submitted and acceptable.

Qualifications/Experience/Capability (20%)

Demonstrated experience, qualifications and capability of the proposed team, key team members and other personnel as evidenced by statement of experience and resumes. Evidence that the contractor meets the minimum qualification and ability to comply with all contractual requirements. Contractor demonstrates expertise and practical experience in providing the requested services. Detailed questionnaire information is provided in Attachment 2 and acceptable. If included, Additional Information Form (Attachment 5) contains pertinent information and supports detail related to qualifications and/or experience.

Methodology Questionnaire (20%)

The submission delineates an effective approach and methodology to achieving project objectives and demonstrates a clear understanding of the tasks to be undertaken in this Solicitation. Acceptable use of innovative technology enhancements that add value to the system operations. All questions in Attachment 3 were completely and satisfactorily responded to in narrative form.

Financial Stability (15%)

Detailed information is provided and demonstrates acceptable business viability. All information requested in Part III Financial Stability is submitted and acceptable.

Organizational Structure and Information (10%)

Detailed narrative is provided and demonstrates experience and planned service model. Joint submission describes how the partners will support each other. Organizational structure is effective and acceptable to accomplish the desired service outcome. Detailed questionnaire information is provided in Attachment 4 and acceptable.

Budget/Staffing (10%)

Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. Budget narrative clearly reflects the cost for providing the services, is detailed and includes all costs required for successful project completion. Staffing table is complete and detailed plan for the project is included and acceptable. Detailed information is provided in Attachments 6, 7, 8 and 9.

PART VI – INSTRUCTIONS TO RESPONDENTS

Pre-Proposal/Response Conference

A Pre-Proposal Conference will be held on **Thursday, August 04, 2022 @ 2:00 PM**. The virtual meeting will be held using Zoom, **registration is required**. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register for Workforce Systems RFP Pre-Proposal Meeting:

https://us06web.zoom.us/webinar/register/WN_Bc9t9pUPSLm_hHAER05gOg

It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.

Inquiries and Additional Information

Respondents must submit questions by e-mail to Purchasing@h-gac.com by the Questions deadline, any questions received after the deadline will not be answered. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available. The names of respondents who submit questions will not be disclosed.

Letter(s) of Clarification

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. Only information supplied by a Letter of Clarification posted at <http://www.h-gac.com/procurement>) should be used in preparing a response. **H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must periodically check the website for updates.**

Examination of Documents and Requirements

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Modification of Submission (Before Deadline)

Respondents may modify submissions that have already been submitted by providing a written modification to H-GAC. However, no submissions may be modified after the deadline.

Non-Responders to Solicitation

If unable to submit a response, please email Purchasing@h-gac.com and advise the reason.

PART VII – TERMS AND CONDITIONS

By submitting a response, respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these General Terms and Conditions are not permitted.

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission, are considered public information, unless otherwise noted in the response itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
3. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.
4. Contract Termination:

a. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease, and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

B. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent's employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

C. Contact by Respondent

To ensure a fair and competitive environment, direct communication between H-GAC employees other than the Solicitation Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents with respect to the Solicitation process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the Solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the Solicitation document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other H-GAC employees during a Pre-Proposal/Bid or Response conference or other situations where the Solicitation Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this requirement of the Solicitation process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Submission rejected in accordance with H-GAC Procurement Policy. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the evaluation committee) for the purposes of influencing consideration of any Submission.

D. Public Information Act

Respondent understands that H-GAC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with H-GAC pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to H-GAC.

E. Contract Assignment

Respondent may not assign the contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the contract without the prior written consent of H-GAC, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void.

F. Updates to the Solicitation

Any changes, corrections, additions, or deletions made to this Solicitation will be posted to the H-GAC website (<http://www.h-gac.com/procurement>). **It is the responsibility of Respondents to frequently check the website for any possible changes.**

G. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. H-GAC has sole discretion and reserves the right to cancel this Solicitation or to reject any or all submissions received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this Solicitation, or to reject any or all submissions or any part thereof.

H. Accommodation Compliance

In compliance with Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC activities. Requests must be received by H-GAC twenty-four (24) hours prior to the activity.

I. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement Solicitation will be bound by the foregoing terms and conditions.

J. False Statements

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

K. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting responses considered non-responsive to this Solicitation unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

L. Interpretation of Specifications

Any specifications and/or product references contained are intended to be descriptive rather than restrictive. H-GAC is soliciting responses to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this Solicitation for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this Solicitation. The intent of the specifications is to provide Respondent with sufficient information concerning the Products/Services to be contracted so Respondent can prepare and submit an acceptable Response. The specifications may be detailed or general in nature. Details of construction, materials, or the way in which services will be provided, are left to the discretion of the Respondent, provided only that any offering must conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace. Requirements contained in the Solicitation are not considered to be biased toward any Respondent(s) competing under this Solicitation.

M. Brand Name or Equivalent

Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications will be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and must be deemed to be followed by the words, "or equivalent", if not stated in the specifications. The burden of proof will rest with the Respondent, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. Determination as to whether the items(s) bid is/are equivalent to those specified will rest solely with H-GAC and the Customer. If a respondent is offering an "or equivalent" item, respondent must list the manufacturer's name and product number of the item offered. If this detail is not provided, it will be assumed respondent is offering the exact item specified. H-GAC's decision whether an item is an equivalent to the item specified is final.

N. Requirements Applicable to Physical Goods

In the case of physical goods (e.g., equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude Respondent from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Solicitation, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories must be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

O. Samples

Samples, when required, must be submitted at no expense to H-GAC. If not destroyed or consumed during testing, samples will be returned upon request at Offeror's expense. Samples will be used to determine if the proposed items meet the specifications stated in the Solicitation. If Respondent fails to provide samples within five (5) day period, as required, H-GAC may reject the Response and not consider it for further evaluation.

P. Measurements

If any measurement stated for items are approximates. H-GAC reserves the right to accept items that are similar in size, if in H-GAC's judgment, the item offered fulfills the intended purpose.

Q. Variances

Any variance in the specifications or performance of Products offered pursuant to this Solicitation will be deemed acceptable to H-GAC only if the variance MEETS or EXCEEDS the specifications and requirements of this Solicitation.

R. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

S. Warranty and Copyright

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

T. Access and Protections of H-GAC Information Resources, Data, and Credentials

Contractor is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of H-GAC information resources, data, and credentials. Contractor and subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Contractor and subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Contractor and subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access H-GAC information resources, data, and credentials. Contractor is responsible for any incident arising from improperly protected H-GAC information resources, data, and credentials.

U. Information Resources Security Policy

Contractor shall maintain a written information security policy, which at minimum: 1) ensures that all employees and subcontractor's employees shall complete a cybersecurity training program certified under section 2054.5192 of the Texas Government Code. Such training must occur during the contract term and renewal period. Contractor shall provide H-GAC with verification of required training upon completion or H-GAC's request; 2) provides regular training of all employees and subcontractor's employees on applicable and up to date security procedures and techniques; 3) requires that contractor and subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and, 4) requires that contractor and subcontractors utilize adequate safeguards to address any security vulnerabilities. Upon request, Contractor shall provide H-GAC with a copy of company and/or subcontractor's written information security policies.

V. Security Breach

Contractor shall notify H-GAC within 24 (twenty-four) hours of Contractor's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of H-GAC information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Contractor will coordinate with H-GAC to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Contractor shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Contractor and subcontractors.

W. Compliance with Federal Law, Regulations, and Executive Orders

Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

X. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When federal funds are expended by the Houston-Galveston Area Council, it reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

Y. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Respondent certifies that during the term of the agreement, the Respondent agrees to comply with all applicable requirements as referenced.

Z. Anti-Competitive Behavior/Anti-Trust Affirmation

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade. Respondent also represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

AA. Financial Participation Prohibited

Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from H-GAC to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

BB. Universal Identifier and System for Award Management (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

CC. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

DD. Conflict of Interest

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/conflict/>. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

EE. Discrimination

Respondent and potential subcontractors must comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) that may apply to the application.

FF. Equal Employment Opportunity

Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities. The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference.

GG. Drug-Free Workplace

Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment. H-GAC may request a copy of this policy upon contract award.

HH. Copeland “Anti-Kickback” Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. (2) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

II. Byrd-Anti Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Respondent certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to compliant throughout the term of the Contract.

JJ. Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

KK. Buy America Requirement (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by H-GAC for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy America provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by H-GAC regarding such programs. With respect to products purchased by H-GAC for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy America provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by H-GAC regarding such programs.

LL. Domestic Preference

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

MM. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

NN. Clean Air and Water Pollution Control Act and EPA Regulations

Contracts and subgrants of amounts more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Federal Rule above, Respondent certifies that it complies with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract. Respondent certifies that Respondent complies with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

OO. Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

PP. Profit as a Separate Element of Price

Purchases using federal funds for more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

QQ. Prevailing Wage

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

RR. Contract Work Hours and Safety Standards

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SS. Goal for Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms (if subcontracts are to be let)

H-GAC has established a goal of **30%** small and minority businesses, women's business enterprises, and labor surplus area firm participation in its total annual third-party consulting opportunities. H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable.

TT. Supplemental Guidance/Requirements for Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area firms (if subcontracts are to be let)

As a recipient and sub-recipient of Federal funds, the guidance of the appropriate funding agency supplemental regulation regarding Disadvantaged Business Enterprise (DBE) programs will be incorporated as listed below, and as may be applicable. Please refer to the applicable guidance for the indicated funding source. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

Funding Source	Supplemental Regulation by Funding Agency
	U.S. Department of Transportation (DOT/FAA): Title 49 of the Code of Federal Regulations, Parts 23 and Part 26. Only businesses listed under the Texas Unified Certification Database Diversity Management System are qualified to meet the stated goal requirement. Locate a business here: https://txdot.txdotcms.com/
	U.S. Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations parts 33, Executive Order 11625, Executive Order 12138, and Executive Order 12432.
	U.S. Department of Housing and Urban Development (HUD): HUD Acquisition Regulations (HUDAR) HUDAR, dated January 21, 2000, Parts 2419 and 2426.
X	U.S. Department of Labor (DOL): Title 48 of the Code of Federal Regulations, Chapter 29, Parts 2900-2999.
	U.S. Department of Commerce (DOC): Title 48 of the Code of Federal Regulations, Chapter 13, Subchapter D.
	U.S. Department of Energy (DOE): Title 48 of the Code of Federal Regulations, Chapter 9, Subchapter D.
X	U.S. Department of Agriculture (USDA): Title 48 of the Code of Federal Regulation, Chapter 4, Subchapter D.
	U.S. Department of Homeland Security (DHS) including FEMA: Title 48 of the Code of Federal Regulation, Chapter 30, Subchapter D.
X	U.S. Department of Health and Human Services (DHHS): Title 48 of the Code of Federal Regulation, Chapter 3, Subchapter D.
	U.S. Department of Justice (DOJ): Title 48 of the Code of Federal Regulation, Chapter 29, Subchapter D.
	U.S. Department of the Treasury (USDT): Title 48 of the Code of Federal Regulation, Chapter 10, Subchapter D, Part 1022.

Additional Resources for Socio-Economic Databases/Programs - The entities and programs linked below can also be searched or contacted for assistance in locating a small business if no funding agency is indicated above

City of Houston, Office of Business Opportunity	Women's Business Enterprise National Council (WBENC)
City of Austin, Small Business Development	National Women Business Owners Corporation
Corpus Christi Regional Transportation Authority	National Minority Supplier Development Council (NMSDC)
North Central Texas Certification Agency	U.S. Women Chamber of Commerce
South Central Texas Certification Agency	U.S. Department of Transportation DBE Program
Texas Department of Transportation	SBA Women-Owned Small Business (WOSB) Program Certification
The Small Business Administration	

UU. Payment for Work

Subject to the terms and exclusions outlined in any subsequent agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Contractor for goods, services, or expenditures on the basis of allowable costs up to the maximum value of any subsequent agreement.

VV. Payment Terms

H-GAC only issues payment by electronic ACH. H-GAC's standard term of payment is Net 30 Days from the date of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the submission. However, agreements subject to funding from various sources could delay payment for at least ninety (90) days.

WW. Tax Exempt Status

H-GAC is considered a unit of government is exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

XX. Invoicing

To expedite payment, invoices must be submitted and itemized as to service, quantity, part number, description, and applicable discount (if any). Variations may delay payment. In addition, invoices must reference the H-GAC Purchase Order Number (if applicable). Submit invoices to APinvoices@h-gac.com

YY. Contracting Information Responsibilities

If the contract is at least \$1 million, Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

ZZ. Covid-19 Vaccine Passport Prohibition

Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.

The following Provisions are additionally applicable to The Workforce Solutions Solicitations:

AAA. Assurances

Respondent agrees and must submit signed compliance documents and statutory assurances which will govern program operations. In addition, respondents may be asked to submit additional information by H-GAC during the Solicitation process or at any time during the fiscal year.

BBB. Certification of Compliance with Child Support and Medical Support Enforcement

The State of Texas requires that all potential providers certify compliance with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification: the provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

CCC. Resolution of Protested Solicitations and Awards

Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

DDD. Resolution of Protested Solicitations and Awards for Workforce Solicitations

Following the final decision by the H-GAC Board of Directors, a respondent may file a protest with the Texas Workforce Commission. The Commission reviews protests only after H-GAC's process has been exhausted. Protests filed with the Commission are limited to the following issues: (a) violation of federal law and regulation, and/or (b) violation of protest procedures or failure to review a protest. To file a protest on this level, write to Workforce Quality Assurance Manager, Houston-Galveston Area Council, Post Office Box 22777, Houston, Texas, 77227-2777, 713-627-3200.

PART VIII – REQUIRED FORMS TO SUBMIT WITH RESPONSE

	Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form (if subcontracts are to be let)
	Signed Signature Page (located on Page 2)
	General Assurances and Certification Package
	Attachment 1: Past Performance Questionnaire
	Attachment 2: Qualifications/Experience/Capability Questionnaire
	Attachment 3: Scenario Methodology Questionnaire
	Attachment 4: Organizational Structure and Information Questionnaire
	Attachment 5: Additional Information (optional)
	Attachment 6: Staffing Table Parent Support
	Attachment 7: Staffing Table Texas Rising Star
	Attachment 8: Budget Forms Parent Support
	Attachment 9: Budget Forms Texas Rising Star

PART IX - REQUIRED FORMS IF AWARDED A CONTRACT

	Certification Regarding Debarment, Suspension, and Ineligibility
	(External Form) Conflict of Interest Form CIQ (if a conflict exists) (refer to link Part VII, DD)
	(External Form) Certificate of Interested Parties – Form 1295 (refer to link Part VII, DD)
	Certification Regarding Lobbying
	Copy of W-9

Download Forms: <https://www.h-gac.com/procurement>

This Solicitation does not commit H-GAC to award a contract, issue a Purchase Order, or pay any costs incurred in the preparation of a submission to this Solicitation. The submission will become part of H-GAC's official files without any obligation on H-GAC's behalf. All Submission will be held confidential from all parties other than H-GAC, until after a contract is executed; then submissions become available as public records.

PART X – WORKFORCE STORY

The Workforce Solutions Story:

Our region is more than just a point on a map. It is the home of millions of people and the location of thousands of businesses. And the relationship between those two is what keeps our region bustling with activity and rich in promise. Our 13-county area must be a hub for interdependent relationships that lift businesses and people up to their highest heights and promote their goals for success.

That can't happen if we lag behind the times or miss opportunities as they arise. That can't happen if ties are broken between employers and their workers, or if we don't identify opportunities to grow skills and capacity. If our region fails in its ability to support thriving businesses and industrious individuals, it can become irrelevant in the global marketplace – and we all languish as a result. We could then face the consequences of a faltering economy which cannot support a rich and meaningful community drawing people in and inspiring them to stay.

The Gulf Coast Workforce Board and Workforce Solutions exist to keep our region the best place to do business, work and live. When we identify and pursue every opportunity to bring vibrancy to the labor market, we generate more promise and hope. Our region becomes a magnet for amazing businesses and amazing talent. People flock here for jobs and businesses rush for opportunities to grow. We become a place where businesses and people want to plant their roots because they see a bright future here. Abundance follows, and as a result, we become an even more important player in the world economy and all in our region thrive. We are a place where employers are competitive in their markets, our people are educated and skilled, we continue to add more and better jobs, and all our families see rising incomes. As we work together to keep our region a great place to do business, work and live, we strive to ensure our service conveys the value we bring to the businesses and people we serve.

We are NOT	We ARE
<ul style="list-style-type: none"> • Fragmented/One-Off Service • Transactional Interactions • Internal Structure-Driven Experience • Staff-Led Engagements 	<ul style="list-style-type: none"> • Comprehensive, Holistic Solutions • Relational Interactions • Customer-Driven Experience • Customer-Directed Engagements

Keeping our region, a great place to do business, work and live means the impact we make allows our customers to:

Feel...	Can..	When we deliver experiences that are...
<ul style="list-style-type: none"> • Important to us • Attended to in a timely and friendly manner • Supported every step of the way • Satisfied with our service • Confident in their decisions • Open to sharing their deepest desires • Proud of who they are • Relieved they don't have to do this alone • Emboldened to try new things • Enthusiastic about their future • Capable of great things 	<ul style="list-style-type: none"> • Focus their attention on the tasks that move them forward the fastest • Walk away with solutions tailored to their needs • See and move towards their best future 	<p>PROACTIVE:</p> <ul style="list-style-type: none"> • Easy, energized, reliable <p>PERSONAL:</p> <ul style="list-style-type: none"> • Deep, human, welcoming <p>FULL OF PROMISE:</p> <ul style="list-style-type: none"> • Generative, expansive, light

In order to make the impact we seek, we must behave differently from the typical model of a government organization – which has a reputation for being impersonal, dysfunctional, and a hassle to work with. Our advisory service is elevated above, and unexpected in, the governmental space. By providing personal, proactive, and promising experiences, we make more possible for our customers and leave a lasting impact on their lives.

As advisors it's up to each of us at Workforce Solutions to be the experts in our fields and use our knowledge to guide our customers to the solutions they want and need. And we know we've done our best when customers return to us and recommend us. When they allow us to stay part of their individual journeys, we have more opportunities to make our purpose real in the world. For more information about the Gulf Coast Workforce Board and Workforce Solutions, please visit us at <https://wrksolutions.com/about-us>.