



workforce
SOLUTIONS
a TALENT for BUSINESS

REQUEST FOR APPLICATIONS

FOR

SUPPORTIVE EMPLOYMENT

09-RFA-01-100

March 30, 2009

***ALL DOCUMENTS MUST BE SUBMITTED BY
ESTABLISHED DUE DATES AND TIMES
ABSOLUTELY NO EXCEPTIONS***

**Workforce Solutions Corporate Office
3101 W. Business 83
McAllen, TX 78501
(956) 928-5000**

An Equal Opportunity Employer
Auxiliary Aids and Services are Available Upon Request
To Individuals with Disabilities

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SUPPORTIVE EMPLOYMENT

1 Background and Purpose

Workforce Solutions is a non-profit, tax-exempt organization, overseeing Workforce development programs and services in Hidalgo, Starr and Willacy counties. Workforce Solutions receives Workforce Investment Act (WIA), Temporary Assistance for Needy Families (TANF)/Choices, Food Stamp Employment and Training, and Child Care Development funds, among others. These federal funds pass through the Texas Workforce Commission to Workforce Solutions. Workforce Solutions allocates funds and procures contractors that comprise the local Workforce System. This system provides employment services to the general public and targeted populations, including career counseling, assessment, employability skills development, job readiness and GED preparation, job training, and job placement for area residents whether unemployed or employed. The system also provides placement services for businesses looking to hire skilled, pre-qualified workers, as well as planning services for businesses facing layoffs or plant closures. Workforce Solutions strives to increase access and decrease overhead.

Workforce Solutions is seeking applications from public sector, private sector, and non-profit organizations to provide supportive employment opportunities for up to 2,000 youth and adult participants. This may also include project-based community service learning opportunities not conducted at an employer worksite.

Introduction

A Supportive Employment program is being coordinated to provide greater opportunity for job seeking customers between the ages of fourteen (14) and twenty four (24) as well as adults eighteen (18) and older affected by the U.S. economic recession. The program will provide talent to organizations with projects that expose participants to “green” work experiences as well as other “shovel ready” projects. The work experience activities should target work activities that relate to one of the industry clusters identified in the Industry Cluster Analysis for the Lower Rio Grande Valley. These industries include: Manufacturing and Related Activities; Healthcare; Retail and Hospitality; Business Services; Homeland Security and Law Enforcement; and Construction. Other worksite activities that may be proposed through this procurement may include activities related to science, technology, engineering, and math fields

Prohibited projects include those involving gambling, aquariums, zoos, golf courses, swimming pools, and cannot be used to replace workers who have been laid off. Preference must be given the veterans as well as the spouses of veterans.

Project Purpose

The purpose of this program is to provide work experience and increase work readiness skills to job seekers (participants) affected by the U.S. economic recession in the three county area of Hidalgo, Willacy, and Starr Counties. Employers will complete needed projects and provide needed work experience to the job seeker that can be utilized in future employment. The program cannot be used to impact the profit margin of a for-profit company.

Scope of Services

Workforce Solutions is seeking public sector, private sector, and non-profit organizations to become worksites for work experience to provide participants with the opportunity to acquire work skills training as well as exposure to the world of work. We are seeking organizations that can provide short-term work experience opportunities to increase the work preparation, career awareness, and educational opportunities available in our region.

Performance Requirements:

1. **Type of Project** – Preferably "green" as well as other "shovel ready" projects.
2. **Performance Tracking** – Coordinate with Workforce center contractor and implement a comprehensive tracking system to verify completion of project milestones and track project progress.
3. **Project Timeline** – Projects must be completed by September 30, 2009 for youth job seekers and can last up to twelve (12) months in duration for adult job seekers.
4. **Supervision** – Direct supervision of job seekers will be provided by the employer.

Key Assumptions:

Selected Worksite shall:

- Be prepared to begin the program as early as May 1, 2009 for adults and older youth (not in school) or June 1, 2009, for in school youth
- Jointly select customers to participate in the project with the designated Workforce system contractor
- Collaborate with designated Workforce system contractor for timely submission of timesheets and resolving issues relating to this program.
- Will provide supplies to each participant similar to other employees to complete assigned tasks.
- Establish applicable minimum wages for youth participants
- Establish prevailing wage for adult and dislocated worker participant

Workforce Contractor shall:

- Create a recruitment plan to identify talented customers to enter the project, work related activity or internship.
- Conduct eligibility and intake
- Provide intense case management for participants to ensure success
- Collaborate with selected employer for timely submission of timesheets and resolving issues relating to this program.
- Provide payroll services
- Provide Insurance for participants

Quality Assurance

Workforce Solutions will track performance of the work related activities utilizing the proposed tracking system to ensure adherence to timelines and project milestones.

Available Number of Participants for Supportive Employment

Workforce Solutions estimates placement of 1600 youth (ages 14 to 24) for summer employment and 400 adults will be available for this procurement. Workforce Solutions is seeking worksites in Hidalgo County for approximately 1,400 youth and adults; worksites in Starr County for approximately 400 youth and adults; and worksites in Willacy County for 200 youth and adults. Worksite Agreements will be for a period of up to one year, based on performance and funds availability with summer employment contracts expected to end no later than September 30, 2009.

2 Period of Application

Detailed information will be available in the **Request for Application (RFA) which will be available on Monday March 30, 2009 at 10:00 a.m.** Applications are due as indicated on the below timeline at the Workforce Solutions Corporate office, 3101 W Business 83 McAllen, TX 78501.

A BIDDERS' CONFERENCE will be held on April 3, 2009 at 10:00 a.m. CST. The conference will be held at the Board corporate offices located on 3101 W. Business 83 McAllen, TX 78501.

2.1 Timeline

| | |
|----------------------------|--|
| March 29, 2009 | Advertisement for Request for Applications (RFA) |
| March 30, 2009 | Request for Applications Released |
| April 3, 2009 | Bidder's Conference |
| April 17, 2009 | Last Day for Questions (see 2.2) |
| April 3, 2009 4:00 PM CST | 1 st Deadline for Applications Submission |
| April 10, 2009 4:00 PM CST | 2 nd Deadline for Application Submission |
| April 17, 2009 4:00 PM CST | 3 rd Deadline for Application Submission |
| April 28, 2009 4:00 PM CST | Final Deadline for Application Submission |
| Beginning April 6, 2009 | Contract Negotiations/Worksite Visits |
| May 1, 2009 | Contract Start Up |

Actual projects approved must begin by mid May for adults and by June 1, 2009, for youth participants

2. 2 Questions

To ensure a fair and objective evaluation, all questions related to the RFA must be submitted in writing by fax to 956-664-8987.

ATTN: Robert Barbosa
Workforce Solutions
3101 W. Business 83
McAllen, TX 78501

**“RFA for Supportive Employment #09-RFA-01-100”
Name of Applicant
Contact Person
Mailing Address**

Questions received after 5:00 PM CST, April 17, 2009, will not be answered. A complete set of written questions and answers will be mailed to all vendors of record following the question deadline. **NOTE: With the exception of the Bidder's Conference verbal questions of any kind (in person or by telephone) will NOT be accepted.** In the event that responses modify any of the terms, conditions, or provisions of this RFA, documentation notice will be provided via a subsequent amendment to this RFA. The only contacts for Questions are the staff listed in this section. No other sources of responses or clarification are considered valid. Applicants are strictly prohibited from contacting Workforce Solutions Board Members or staff other than as stated above.

3 Evaluation

3.1 Compliance Review

Upon receipt of Applications, staff will review application submissions for completeness in accordance with the terms and conditions of the RFA. Incomplete RFA or RFA's clearly found to be inconsistent with legal, regulatory, or RFA requirements will be disqualified and returned to proposer.

3.2 Evaluation Criteria

Evaluators will score and rank all completed applications with respect to the stated criteria. Evaluators will consider the following criteria:

Technical Evaluation 30 Total Points.

- Completion of All Required Attachments and Forms are Complete

Organizational Description and Demonstrated Performance 70 Total Points

- Description of organization's philosophy as it relates to training and development of participants of this program.
- Description of how your program would fulfill the requirements of this RFA under the program design selected. The services and activities provided must be age appropriate.
- Type of project/work related activity that will provide work experience (Green or Shovel Ready work related activities).
- Adherence to project timeline for either youth or adult projects. Demonstrate ability to implement the work experience project rapidly as requested in this RFA.
- Description of how organization will coordinate with workforce center contractor regarding accepting participants, resolving issues, providing timesheets, etc. Supervision/training of participants to increase work readiness skills.

Workforce Solutions will only consider applications to be responsive that score at, or above, 70 total points. Workforce Solutions reserves the right to notify Applicants who score below 70 points once evaluation scores are final. Workforce Solutions expects to award multiple projects based on this RFA. After applications have been selected Workforce Solutions will negotiate training program elements and performance expectations with selected contractors. If selected for contract negotiations, the bidder may be required to prepare and submit additional information prior to final contract execution, in order to reach terms for the provision of services, which are agreeable to both parties. A statement attached to the cover sheet of the application should be included which states that the offer is firm for a period of not less than 60 days. The Board has the right to clarify, explain, or verify any aspect of a submitted application in response to an RFA. The Board also has the right to require the submission of any price, technical, or other revision to the application that results from

negotiations conducted. All such requests for information must be submitted to the Board no later than two weeks from the date of the request or the Board may withdraw its offer of award. Negotiations between the Board and all applicants will be at "arms-length". A strict code of conduct shall be observed which prohibits favors or special treatment.

4 Application Submission

The Application Summary sheet (**Attachment A**), Description of Work Experience Project/Work Related Activity (**Attachment B**), and Proposed Number of Worksite Slots (**Attachment C**) must be completed to be considered. Required Certifications and Surveys (**Attachment D**) must be completed and signed by the authorized signatory. Attachments A-D will be used to determine qualified organizations to be considered for contracting over the next one year.

One (1) original and six (6) copies, plus one electronic version (on disk or CD), of the application is required consisting of:

- Applicant Summary Sheet (**Attachment A**)
- Description of Work Experience Project/Work Related Activity (**Attachment B**)
- **Proposed Number of Worksite Slots (Attachment C)**
Required Certifications and Surveys (**Attachment D**)

Applications should be **mailed or hand delivered** by the times and dates listed in Section 2.1 on page 3, to Robert Barbosa, Procurement Coordinator, 3101 W. Business 83 McAllen, TX 78501. All applications submitted will be marked with a time and date stamp. If a commercial carrier (FedEx, UPS or USPS) is used to submit an application, it is the responsibility of the respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of applications is the sole responsibility of the respondent.

5 Type of Contract

Successful proposers will enter into a worksite agreement (see sample agreement - Exhibit 2),

6 Modifications or Withdrawals by Applicants

Applications may be modified or withdrawn by written notice to the Board, addressed to Workforce Solutions to the attention of Robert Barbosa, **prior to the deadline for the submission of applications**. Any changes must be initialed by the person(s) signing the application. In no event may applications be modified by the Applicant after the submission deadline, unless a modification is requested by the Board as a condition of application clarification or contract negotiation.

7 Addenda to the RFA

Workforce Solutions reserves the right to delay, amend, or reissue this RFA at any time. At the discretion of Workforce Solutions, if it becomes necessary to revise any part of this RFA, an addendum will be mailed to all known recipients of this RFA. Changes to the timeline for this request and/or additional information will be provided as changes occur.

8 Right to Cancel, Accept or Reject

Workforce Solutions reserves the right to cancel all or any part of this RFA at any time without prior notice. Workforce Solutions also reserves the right to modify or vary the provisions set forth herein anytime prior to the execution of a worksite agreement where such interest is deemed to be in the best interest of Workforce Solutions.

This RFA does not commit Workforce Solutions to accept any application submitted, nor is Workforce Solutions responsible for any costs incurred by the Applicants in the preparation of responses to this RFA. Workforce Solutions reserves the right to reject any or all Request for Applications, to accept or reject any or all items in the Request for Application, and to award the worksite agreement in whole or in part as is deemed to be in the best interest of Workforce Solutions. Workforce Solutions reserves the right to negotiate with any Applicant after applications are reviewed, if such action is deemed to be in the best interest of Workforce Solutions.

9 Ex-Parte Communication

It is the policy of Workforce Solutions to prohibit ex-parte communication with any board member or other person serving as an evaluator during the RFA process. **Applicants directly contacting board members or evaluators risk elimination of their applications from further consideration.**

10 Debriefing and Appeals

Workforce Solutions is the responsible authority for handling protests regarding the procurement selection process. Once a procurement decision is made, the Board shall notify each Applicant in writing of the results. Unsuccessful Applicants shall be advised, in writing, that they have the right to request a debriefing or to request a hearing.

DEBRIEFING

The purpose of a Debriefing is to promote the exchange of information between a bidder and Workforce Solutions staff pertaining to the application process and the bid evaluation system. The goal of a Debriefing is to assist a bidder in improving the quality of future bids. Workforce Solutions will not host a Debriefing to a bidder who has engaged in the Hearing process described below.

A Debriefing shall include an informal exchange of information pertaining to Workforce Solutions application process and bid evaluation system and shall serve as an educational function for bidders. During a Debriefing the bidder will receive information on how their application was received and ranked. Workforce Solutions reserves the right to limit the amount of time allocated for a Debriefing.

Step 1: Bidders who desire a Debriefing must submit a written request within ten (10) calendar days of receipt of Workforce Solutions notification of the procurement decision. Workforce Solutions shall acknowledge receipt of the request for a Debriefing in writing within five (5) working days of receipt, along with the date and time of the scheduled Debriefing.

The Request for a Debriefing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Ms. Yvonne "Bonnie" Gonzalez
Chief Executive Officer
Workforce Solutions Administrative Office
3101 W. Business 83
McAllen, Texas 78501

Telefax, facsimile and e-mail requests for a Debriefing will NOT be accepted.

Step 2: The Debriefing shall be scheduled at the Workforce Solutions Office located at 3406 W. Alberta, Edinburg, Texas no later than ten (10) business days from the date the inquiry is received by Workforce Solutions.

Step 3: Workforce Solutions staff and the independent evaluators of the specific bid application shall meet with the bidder and shall review: 1) the application and bid evaluation process; and 2) how the appealing party's application/bid was scored and ranked; suggestions on how to improve future bids (if applicable).

APPEAL/HEARING REQUEST

An Appeal occurs when an unsuccessful bidder believes that they were treated unfairly in the bid application and award process and that they, rather than the organization selected for the award, deserve the procurement contract. Workforce Solutions will not grant a Hearing to a bidder who has engaged in the Debriefing process described above.

Step 1: If a bidder wishes to appeal the decision of Workforce Solutions regarding their bid application, the complainant bidder must submit to the Chief Executive Officer, a written Request for a Hearing within ten (10) calendar days of receipt of Workforce Solutions notification of the procurement decision. Workforce Solutions shall acknowledge receipt of the request for a Hearing in writing within five (5) working days of receipt, along with the date and time of the scheduled Hearing. The Request for a Hearing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Ms. Yvonne "Bonnie" Gonzalez
Chief Executive Officer
Workforce Solutions Administrative Office
3101 W. Business 83
McAllen, Texas 78501

Telefax, facsimile and e-mail notices will NOT be accepted.

Step 2: The written Request for a Hearing sent to the Chief Executive Officer must include the following information:

- a. The funding decision being appealed (i.e. specific date of the RFA and Workforce Solutions action taken).
- b. Name, address and phone number of the protesting party(ies);
- c. A description of any alleged acts or omissions by the Workforce Solutions that form the basis for the protest (this must include the specific concerns and the specific grounds for the protest).
- d. Any written information the bidder believes is relevant to the protest;
- e. The remedy sought by the bidder.

Step 3: Upon written request, Workforce Solutions staff shall make available to the bidder all requested documents not exempted from disclosure under state or federal law. Workforce Solutions will provide copies of these documents upon payment of the standard fees for record duplication.

Step 4: A Hearing shall be scheduled at Workforce Solutions Offices at a mutually agreed time and date but no later than twenty (20) calendar days from the date the request for a Hearing is received by Workforce Solutions.

Step 5: The Chief Executive Officer or his/her designee shall act as the Hearing Officer. The Chief Executive Officer shall also appoint a Hearings Committee. Such committee shall consist of the Hearing Officer and either two (2) or four (4) additional committee members.

Step 6: The Hearings Committee shall meet with the protesting party to discuss the specific concerns and the specific grounds for the protest identified in the Request for a Hearing (see Step 2(c) above). Only those issues presented in the Request for a Hearing will be addressed at the Hearing. The Hearings Committee shall evaluate the appropriate actions which should be taken while abiding by Workforce Solutions funding rules and regulations and which are consistent with Workforce Solutions procurement policies.

Step 7: A determination will be made within ten (10) business days from the date of the Hearing. Should the Hearings Committee determination result in a different outcome for the bidder, such recommendation shall be presented to the full Board for consideration and possible action at the next scheduled meeting. However, Workforce Solutions is NOT obligated to accept the Hearings Committee determination and/or recommendations.

If the Hearing Committee's determination does not result in a different outcome to the bidder, such information need not be presented to Workforce Solutions and the bidder shall be informed in writing by the Hearings Officer of the Hearing outcome.

APPEAL TO TEXAS WORKFORCE COMMISSION

Texas Workforce Commission (the "TWC") will not review any protest from a bidder until all administrative remedies at the local Board level have been exhausted. TWC appeal review is limited to:

- Violations of federal laws and regulations (Violations of state and local laws shall be under the jurisdiction of state and local authorities).
- Violations of Workforce Solutions debriefing or appeal procedures or failure to review a debriefing or appeal request.

Application Summary Sheet**Attachment A**

| | |
|---|--|
| Organization name | |
| Mailing address | |
| Physical address (if different from above) | |
| City/State/Zip | |
| Contact person & telephone number | |
| E-mail Address | |
| Type of organization (Must "X" only one box) | <input type="checkbox"/> Private For-Profit Corporation (_____) Date Incorporated _____ State _____ <input type="checkbox"/> Private Not-for-Profit Corporation (_____) Date Incorporated _____ State _____ <input type="checkbox"/> IRS Not-for-profit classification for Tax Exemption (_____)* <input type="checkbox"/> State, local or Indian Tribal Government <input type="checkbox"/> Public Educational Institution (___ school district ___ post-secondary) <input type="checkbox"/> Other (Specify)** _____ Attach a copy of your certificate or articles of incorporation, or other proof of legal power to contract and conduct business in Texas. *Attach a copy of the Internal Revenue Service letter of determination of your nonprofit status. If community-based agency, provide documentation. **If Lead Entity is submitting on behalf of a collaborative, partnership or joint venture, submit the legal and financial documents defining the nature of the relationship. |
| Federal Employer ID | |
| Texas State Comptroller ID | |
| List Other Authorized Signatories | Name, Title 1. 2. |
| Application / Project Name: | _____ |
| Total Budget: | \$ _____ |
| <p>Applicant certifies that it is true and accurate to the best knowledge of the signatory. If applicant is a public or private not-for-profit agency, applicant certifies that personnel policies are on file at their agency for inspection. Applicant also certifies that the Workforce Solutions is authorized to examine administrative and fiscal systems for compliance with minimum requirements to be on the Qualified Applicants List. It is understood that the Workforce Solutions reserves the right to request additional information regarding administrative, financial, and legal status, and to visit the facilities at normal and reasonable hours. Authorized Signatory certifies that he/she is authorized to submit this Statement on behalf of the above named organization. If any information changes significantly, the Workforce Solutions will be notified.</p> | |
| Authorized Signatory | Typed Name, Title |
| Signature and Date | Signature _____ Date _____ |

ATTACHMENT B

DESCRIPTION OF WORK EXPERIENCE PROJECT/WORK RELATED ACTIVITY/PRE-APPRENTICESHIP

Briefly describe the project, work activity, or pre-apprenticeship program that will be used to provide work experience to participants. Specify whether project/work is considered “green” and/or is “shovel ready”. Indicate how participants will be supervised to increase the work readiness skills. .

Proposed Number of Worksite Slots

Attachment C

| Position | Adult or Youth | Number of Participants | Hourly Wage | Number of Hrs | Total Cost |
|-----------------|-------------------------------|-----------------------------------|------------------------|--------------------------|-------------------|
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Note: Wages will not be billed to worksite employer, but paid by a staffing agency contracted by the workforce center contractor.

Youth - Ages between 14 and 24

Adult - Ages 18 and older

CERTIFICATIONS & SURVEYS
Attachments D to H

ATTACHMENT D

CERTIFICATION OF BIDDER

I hereby certify that the information contained in this application and any attachment is true and correct and may be viewed as an accurate representation of the proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Board has assisted in the preparation of this application. I acknowledge that I have read and understood the requirements and provisions of the RFA and that this organization will comply with the procurement standards applicable under this RFA, and any other applicable local, state, and federal regulations and policies. I also certify that I have read and understand and comply with the "Assurances and Certifications" sections presented in this RFA and will comply with the terms, thereof, and the Board is authorized to verify references and stated performance data and to conduct credit and criminal background checks if needed, and furthermore, that:

I, _____, am the _____
(Authorized Signatory) (Title)
of _____ corporation, partnership, association, public
agency or other entity named as Bidder and Respondent herein and that I am legally authorized to
sign this application and submit to Lower Rio Grande Valley Workforce Development Board on behalf
of said organization by authority of its governing body.

ATTEST:

| | |
|--------------------------|-----------------------|
| _____ | _____ |
| (Respondent's Signature) | (Witness's Signature) |
| _____ | _____ |
| (Print or type name) | (Print or type name) |
| _____ | _____ |
| (Title) | (Title) |
| _____ | _____ |
| Date | Date |

Subscribed and sworn to before me this _____ day of _____, 2009,
In _____ County, State of _____.
Notary Public in and for _____ County, State of _____.
Date Commission Expires: _____

ATTACHMENT E
Assurances and Certifications

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

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

2.No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

3.If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**ATTACHMENT F
CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the subcontractor's policy statement;
4. Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

**ATTACHMENT G
CERTIFICATION REGARDING
TEXAS CORPORATE FRANCHISE TAX**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

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

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business

- Type of Business (if not corporation): Sole proprietor
- Partnership
- Other

I.R.S. Tax Number

STATE ASSESSMENT CERTIFICATION

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

The corporation certifies that:

- _____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- _____ It has no outstanding Unemployment Insurance overpayment balance to the State of Texas.

ATTACHMENT H
Workforce Solutions DISCLOSURE OF INTERESTS 1 of 2

It is the fiscal policy of the Lower Rio Grande Valley Workforce Development Board (LRGVWDB) that all persons or firms seeking to do business with the Board to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

COMPANY NAME: _____

FEDERAL ID#: _____

P.O. BOX: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner () 4. Association () 5. Other ()

DISCLOSURE QUESTIONS

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

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

Name Job Title

2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

Name Job Title

3. State the names of each " member" of the board or Board Staff having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

Name Board, Commission, or Committee

4. State the names of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

Name

Consultant

5. Other

Name

Title

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the President/CEO of the Lower Rio Grande Valley Workforce Development Board, as changes occur.

Signature

Name (Type or Print)

Title (Type or Print)

Date

Signature of Witness

Name (Type or Print)

Title (Type or Print)

Date

EXHIBIT 1

DEFINITIONS

2009

Definitions of Specific Terms

Work Readiness Skills Goal - A measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

Shovel ready. Projects that are at the stage that laborers may immediately be employed to start work.

Green Work Experiences. Opportunities for skilled workers in the fields of solar, geothermal, wind power design, and the use of environmentally-friendly building materials will mean increased job opportunities for young people who have had exposure to work experiences that equip them with the appropriate “green” knowledge.

Prevailing Wage. Defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

EXHIBIT 2
SAMPLE WORKSITE AGREEMENT

Between the
WORKFORCE SOLUTIONS.
And _____

This work site agreement shall begin upon signing and end on TBD. **WorkFORCE Solutions, managed by Arbor E & T LLC.** and _____ whose address is _____, hereinafter referred to as the Entity, agree to the following terms of this Agreement to be funded from Workforce Investment Act and Wagner Peyser Act funding in the American Recovery and Reinvestment Act of 2009.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in increasing the work readiness of participants.

Workforce Solutions will contract with (*staffing agency*) to provide the direct services and be employer-of-record for participants covered under this agreement.

1. Program Overview:

This program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Entity is given job functions to perform under the guidance and supervision of the Entity in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Entity that no legal employer-employee relationship is created or exists between the Entity and the participant. In agreeing to provide direction and supervision of the participant, the Entity understands that this does not make Workforce Solutions or its designee liable to the Entity or any third party by reason of any future act or failure to act by any participant on or off the job.

- which is hereby incorporated by reference and made a part of this Agreement.
- B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Entity's work sites so as to provide for continuous on-site supervision of participants.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- D. require participants' conformance with the Entity's Personnel Rules of Conduct.
- E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Entity's responsibilities and obligations under this Agreement.
- F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- G. be accountable for maintaining (*Staffing agency*) participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.
- H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.

2. Limitations on participation

The Entity understands and agrees that no participant shall begin work until this Agreement is executed by the Entity and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than _____ hours or earn more than \$_____ in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. (*Staffing agency*) will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Entity

The following are responsibilities of the Entity. The Entity accepts and agrees that it shall:

- A. direct and supervise participants work activities in accordance with their job description(s),

- J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.
- L. inform (*Staffing agency*) and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.
- N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.**
- O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. ensure that the following general conditions for temporary jobs shall be complied with:
 - 1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
 - 2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
 - 3) there shall be no infringement of promotional opportunities for regular employees.
- Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.
- R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.**
- S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be**

limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

- T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Entity, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee (*Staffing agency*), accepts and agrees that it shall

- A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Entity's notice.
- B. hear all grievances concerning program participant's performance at the job site.
- C. provide counseling and supportive services to participants as the need is identified.
- D. be responsible for distributing participant paychecks dependent on Entity's timely submission of properly certified time sheets.
- E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Entity Monitoring and Reporting

Entity must determine and ensure that all temporary workers at all worksites are only performing agreed-related work activities. The Entity shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Entity shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Entity's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Entity at the time of the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

- A. **Sectarian Activities:** The Entity assures that participants will not be employed in building, operating, or maintaining any part of any

building, which is used for religious instruction or worship.

- B. **Collective Bargaining And Union Activities:** The Entity assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Entity and other parties, nor will this agreement assist, promote or deter union organization.
- C. **Lobbying And Political Activities:** The Entity assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- D. **Relocation:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

- A. Workforce Solutions or the Entity may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.
- B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:
 - 1) the Entity has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
 - 2) the Entity fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or
 - 3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83 McAllen, TX 78501. All notices required to be given to the Entity under this Agreement shall be sufficient when hand delivered or mailed to the Entity at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

ENTITY:

WORKFORCE SOLUTIONS

Signature

Typed Name

Typed Title

Date

Federal ID #

Contact Name

Phone number

Fax number

Email address

Signature

Workforce Solutions Authorized Representative

Typed Title

Date

Workforce Solutions Contact

Typed Title

Phone number

Fax number

Email address