



WORKFORCESolutions
S O U T H P L A I N S

**REQUEST FOR QUOTES
FOR**

**AUDITING SERVICES
FOR**

WORKFORCE SOLUTIONS SOUTH PLAINS

ISSUED Wednesday, May 24, 2021 BY

**WORKFORCE SOLUTIONS SOUTH PLAINS
South Plains Regional Workforce Development Board
1500 Broadway, Ste. 800
Lubbock, Texas 79401
(806) 744-1987**

Response due (AMENDED): July 8, 2021

I. Background

The South Plains Regional Workforce Development Board dba Workforce Solutions South Plains (hereinafter, "the Board" or "Workforce Solutions") is a 501(c)(3) Non-profit Corporation that administers workforce development services for the 15-county South Plains Regional Workforce Development Area (SPRWDA) which consists of Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum Counties. The Board's workforce services contractors operate five full-service Workforce Solutions Career Centers to provide employment and training services to employers and residents of the South Plains. The Board receives funding from various State and Federal sources to fund these services.

II. Purpose

Through this Request for Quotes (RFQ), the Board is requesting quotes from qualified and experienced public accounting firms, whose principal officers are independent certified public accountants to obtain independent audit services for performance of our organization's annual financial audit for the program year beginning July 1, 2020 and ending June 30, 2021, with the option of auditing our financial statements for each of the two (2) subsequent years, based upon satisfactory performance. As a result of this RFQ, Workforce Solutions South Plains will enter into a contract with the successful responder for audit services for a one-year period beginning August 1, 2021.

III. Scope of Work

- 1) The Board oversees and manages approximately \$13.8 million in workforce development and child care funds which are subcontracted to other agencies to provide services in our 15-county region.
- 2) For the period covered by the audit, the primary sub-contractor for workforce development and childcare services is South Plains Community Action Agency, Inc. Subcontractors are required to obtain annual audits if applicable.
- 3) The Board has an automated networked accounting system that uses MIP NPS accounting software (a Windows-based system); we use the Accounting, Payroll, Accounts Payable, and Budget modules.
- 4) We averaged 23 deposits per month and 475 disbursements per month during the period in question. During the 2020-2021 audit year, the Board had 17 full-time employees.
- 5) The audit for the Board will be a Single Audit in compliance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance); Generally Accepted Government Auditing Standards; the State of Texas Single Audit Circular; and The Texas Workforce Commission Financial Manual for Grants and Contracts.
- 6) The auditor's principal contact will be Lisa Rivera, Chief Financial Officer (CFO), who will coordinate the assistance provided by the Board to the auditor. The Finance staff and responsible management personnel will be available during normal working hours throughout the course of the audit to assist the firm by providing information, documentation, and explanations.

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- 7) The selected auditor will schedule, at a minimum, an entrance conference, periodic progress reports, and an exit conference with the CFO.
 - 8) The Board will provide the auditor with reasonable workspace, tables and chairs for the conduct of fieldwork. The auditor will also be provided with access to telephones, photocopying equipment and fax machines subject to the following restrictions:
 - Long distance telephone charges will not be charged to the Board’s phone lines. Any anticipated long distance charges should be included in the cost fee estimate as other charges.
 - Report preparation, editing, typing, and printing will be the responsibility of the auditor.
 - 9) The auditor shall provide the Board with a list of all schedules and other assistance to be prepared by Board staff in preparation for the audit. This list should be submitted to the CFO no later than 30 days prior to commencing field work.
 - 10) Activities are expected to occur according to the following schedule:

Activity	Begin no later than:	Completion no later than:
Pre-work and on-site audit	November 1, 2021	December 31, 2021
Draft audit report		January 31, 2022
final audit report		February 28, 2022
Presentation of audit at Executive/Oversight Committee Meeting and at Board meeting		February 28, 2022
Data Collection Form		March 29, 2022

- 11) At the request of the Board, copies of any or all the working papers prepared in conjunction with the audit engagement will be provided, on a timely basis, at no cost to federal and State of Texas grant agencies. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. All working papers and reports must be retained, at the auditors’ expense, for a minimum of five (5) years.

IV. Procurement Standards

This procurement is conducted in compliance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance); Generally Accepted Government Auditing Standards; the State of Texas Single Audit Circular; The Texas Workforce Commission Financial Manual for Grants and Contracts; and the provisions of applicable Federal law or Executive Orders, as well as applicable state laws, rules, regulations and policies governing procurement. Solicitation under this RFQ is intended to ensure that services are obtained efficiently, economically, and provide for complete, free and open competition in the selection of service providers.

V. Funding

Funding for this procurement is State and Federal funds received from the Texas Workforce Commission.

VI. Contracting

A. The actual amount of a contract award will be based on the proposed budget, availability of funds, and the standards for the use of public funds (i.e. all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories). The quote(s) most advantageous to the Board in terms of quality and cost will be recommended for contract negotiations.

B. This contract will be for a period of one year, beginning August 1, 2021 and ending July 31, 2022, with options to renew for an additional two years based on contractor performance.

C. The Board may, at any time by written notice, make changes in or additions to work or services within the general scope of the agreement. If such changes are made, an equitable adjustment will be made in the cost of the audit using the rates specified in the agreement. If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the Board in writing within 10 days before beginning that work. Changes to the scope of work and/or resultant contract(s) shall be subject to the availability of funds, successful contract negotiations, applicable procurement standards, and the laws, rules, regulations and policies governing the programs funded under this RFP. Only the Chief Financial Officer will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than Workforce Solutions authorized personnel will not be accepted or paid for by Workforce Solutions.

D. Contractors may request payment monthly by completing a Contractor Expenditure Report on the form to be provided and submitting an invoice accompanied by an interim report of progress. Payment will be made within 10 business days.

VII. Response Deadline

All responses must be received and recorded by the Board no later than July 8, 2021 (**AMENDED DEADLINE**).

Please email your response to Erin Rea, procurement officer: erin.rea@spworkforce.org

VIII. Questions

All questions should be addressed to Erin Rea, erin.rea@spworkforce.org.

IX. Response Requirements

Submit one (1) complete original with authorized signatures. Response narratives should be no more than 20 pages in length. Pages over the 20-page limit will not be considered.

X. Qualifications for Responders

1. Eligibility: Eligible organizations include public entities, community-based organizations, faith-based organizations, non-profit organizations, private-for-profit corporations, and other qualified providers are invited to respond to this request. Workforce Solutions South Plains encourages quotes from Historically Underutilized Businesses (HUBS) and Small Businesses.

Under Texas House Bill 1863 and the Texas Government Code, the Board is prohibited from entering into a contract for workforce services with any entity that provides workforce education or workforce training services. The Board is also prohibited from awarding a contract to a party excluded from federal procurement or non-procurement programs by the U.S. General Services Administration or any entity that has outstanding Unemployment Insurance overpayment balance payable to the State of Texas or any for-profit corporation that is delinquent in its franchise tax payments to the State of Texas.

2. Competency: Responders will be asked to provide evidence that they are legally organized and authorized to do business in the State of Texas. The selected entity must have the technical competence and management and administrative skills to accomplish the work of this RFP and will be expected to meet high standards of customer service and performance. Auditing firms must certify that they have not been suspended or debarred from performing governmental audits.

In addition, each response must include information that clearly indicates that responder meets each of the following minimum qualification requirements:

- Entity is current with the State of Texas Comptroller of Public Accounts.
- Entity can provide Certificate of Franchise Tax status:
<https://ourcpa.cpa.state.tx.us/coa/Index.html>.
- Entity can demonstrate evidence of certifications, permits, licenses and insurances as appropriate to perform as required.

Except as otherwise provided by Government Code §403.055, no awards shall be made to a person or the assignee of a person who is indebted to the state or who has a tax delinquency.

No awards shall be made to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs or been suspended or debarred from performing government audits under Executive Order 12549, "Debarment and Suspension." Responder must sign the certification provided in the Appendix.

3. Authorized Signatory Authority: The entity's authorized signatory authority must sign all signature documents. This individual should typically be the owner, director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the responder.

4. Subcontracting: Subcontracting is not allowed for this procurement.

5. Partnerships/Consortia: Responses from partnerships and consortia are not allowed.

XI. Evaluation:

1. The evaluation criteria identified herein are a guideline for responders and reviewers; however, the final decision for contract award rests solely with the Board. The Board is not required to contract with the entity receiving the highest score in the review process.
2. Evaluation Process: The evaluation process will consist of:
 - ✓ An initial review for responsiveness and compliance with the technical specifications and other criteria specified in the RFP;
 - ✓ All responses will be evaluated and scored by a committee of board staff. Responses will be evaluated on specific areas by all reviewers using the same standardized instrument.
3. Evaluation Criteria: The responses will be evaluated based on answers to the questions provided in Section XII of this RFQ.

XII. Narrative

Responses should include a narrative, a proposed budget, contact information for three professional references, a completed cover sheet (Attachment 1) and signed certifications (Appendix).

A. The narrative should include:

1. A brief narrative demonstrating the following:
 - An understanding of the audit's objective, our organization's needs and the final products to be delivered;
 - A commitment to perform the work within the time period;
 - A statement why the firm believes itself to be best qualified to perform the audit;
 - A statement that the quote is a firm and irrevocable offer and a stated offer period;
 - The names of persons authorized to represent your firm, their title, address, and telephone number.
2. A profile of your firm including the following:
 - The organization and size of your firm; whether it is local, regional, national, or international in operations;
 - The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office;
 - A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services;
3. A positive statement that the following mandatory criteria are satisfied.
 - An affirmation that you are properly licensed for practice as a certified public accountant;
 - An affirmation that your firm meets applicable independence requirements;
 - An affirmation that your firm does not have a record of substandard audit work;
 - An affirmation that your firm meets all specific requirements imposed by state or local law, rules, and regulations;
4. A summary of your firm's qualifications, including:
 - The name of the external quality control review organization of which the firm is a member and the length of membership. **Also, provide a copy of the latest review report and state the frequency of reviews;**

- A description of the firm’s audit approach for the initial and subsequent years;
 - A list of the audit managers and field supervisors and other staff who will work on the audit, including staff from other than the local office along with resumes outlining each auditor’s qualifications and experience (specific audit engagements) and continuing education received during the last three years with a more comprehensive listing for the supervising auditor/auditor in charge up to the individual with final responsibility for the audit;
 - A description of the recent governmental, non-profit and other audit experience that is applicable to this audit;
5. Contact information from three references from entities for which your firm has performed similar audits;
 6. A schedule of events demonstrating how your firm plans to meet the reporting deadline requirements of the audit;
 7. Describe the level of assistance that will be expected from Board staff.
 8. Discuss the auditor’s privacy policy regarding our organization’s financial information.
 9. State the firm’s policy regarding notification of changes, especially regarding changes in key personnel.

B. The budget should include:

1. An estimated total for comprehensive services, including all direct and indirect costs and out-of-pocket expenses relative to performing the audit as described in the response along with a schedule of professional fees and expenses that supports the total. The estimate should be submitted for both one year’s costs and as a 3-year proposal;
2. An explanation of how cost/time overruns will be charged.

XIII. Selection

After the review for initial compliance, responses will be evaluated based on the following criteria. Workforce Solutions South Plains reserves the right to conduct personal interviews of any or all firms prior to selection.

Workforce Solutions South Plains will consider the following in evaluating responses:

CRITERIA	POINTS POSSIBLE
Demonstrated Performance – 30 points	
Understanding of the work to be performed	10
Comprehensiveness of the audit work plan	5
Realistic time estimates of each major segment of the work plan	10
Estimated number of hours for each staff level including consultants assigned	5
Quality of Services Proposed – 50 points	
Responsiveness to the services requested in the RFQ	10

Results of external quality control reviews	10
Relevant experience	10
Availability of staff with professional qualifications and technical abilities	10
General direction and supervision to be exercised over the audit team by the firm's management personnel	10
Reasonableness of Cost – 20 points	
Financial stability	10
Budget and other cost factors	10
HUB Bonus Points – 5 points	
Historically Underutilized Businesses with a valid certification	5
TOTAL POINTS	105

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Governing Provisions and Limitations

1. Offerors shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause an offeror's proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
2. All proposals submitted must be an original work product of the offeror. The copying, paraphrasing or other use of substantial portions of the work product of another party and submitted hereunder as original work of the offeror is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected.
3. The contents of a successful proposal may become a contractual obligation if selected for the award of a contract. Failure of an offeror to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful offerors as a basis for release from proposed services at the stated price/cost. Any damages accruing to the Board because of a successful offeror's failure to contract may be recovered from the offeror.
4. The Board reserves the right to:
 - a. award from one or more contracts as a result of this RFP for any combination of services as necessary to obtain the best value for the State;
 - b. accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety;
 - c. extend, shorten, increase or decrease any contract awarded as a result of this RFP;
 - d. contact any individual, agency, employer or granting agencies listed in a proposal, contact others who may have experience and/or knowledge of the offeror's relevant performance and/or qualifications;
 - e. request additional information from any and all offerors to obtain clarification of or explanation for any aspect of a response to this RFQ;
 - f. where it may serve the Board's best interest, to allow corrections of errors or omissions.
 - g. waive any defect in this procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary;
 - h. negotiate the final terms of any and all contracts or agreements with selected offerors and any such terms negotiated as a result of this RFQ may be renegotiated and/or amended in order to successfully meet the needs of the South Plains Area;
 - i. conduct on-site reviews of records, systems, procedures, including credit and criminal background checks, etc., of any entity selected for funding under this RFP either before or after the award of a contract or agreement;
 - j. cancel any contract or agreement awarded if there is found to be misrepresentation of the offeror's ability to perform as stated in the offeror's proposal.
 - k. Offers must be valid for a period of 90 days following the date and time designated for receipt of proposals and may not be withdrawn or canceled during that period without the written permission of the Board. A statement to this effect must be submitted with the offeror's proposal.
5. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the offeror assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - f. The offeror also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the offeror's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant offeror makes to carry out the WIOA Title I-financially assisted program or activity. The offeror understands that the United States has the right to seek judicial enforcement of this assurance.

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6. An offeror may withdraw the offeror's proposal either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of applications.
 7. Funding for goods or services requested in this RFP is contingent upon the Board's actual receipt and availability of funds from the Texas Workforce Commission.
 8. Workforce Solutions South Plains is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I- financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 9. The offeror certifies that the individual or organization submitting the proposal is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that if the certification is inaccurate, no contract will be made with offeror.
 10. The offeror certifies that it will notify the Board immediately in the event of any significant change affecting the offeror and offeror's identity, such as ownership or control, name change, governing board membership and vendor identification number.
 11. The offeror certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any services under the proposed contract.
 12. No contract may be awarded until the offeror has complied with Executive Order 12549, 29CFR, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the offeror, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a procurement by any Federal department or agency.
 13. Contracts will contain provisions for maintaining participants' confidentiality. The Service Provider agrees to maintain the confidentiality of any information, regarding program participants and the immediate family of any applicant or participant, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors or any other source. The Service Provider agrees not to divulge such information without the written permission of the participant, except that such information which is necessary as determined by the Board for purposes related to the performance or evaluation of the contract may be divulged to the Board or such other parties as they may designate having responsibilities under the contract for monitoring or evaluating the services and having responsibilities under the contract, or to governmental authorities to the extent necessary for the proper administration of the law. All unauthorized release of information shall be construed as a breach of this section.
 14. The contract with the successful offeror will include general provisions set forth in the contract between the Board and the Texas Workforce Commission and other applicable requirements. A copy of the general provisions is available upon request.
 15. The offeror certifies and assures that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Applicant further certifies and assures that no officer of the offeror has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
 16. The offeror certifies that it will disclose to the Board and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the offeror who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, SIX, or SS of the Social Security Act since the inception of these programs.

**Attachment 1
Cover Sheet**

Name of Organization (Include legal name of parent company, if applicable)	
Name of Parent Company CEO	
Mailing Address and Physical Address (if different)	
Telephone Number	
Fax Number	
E-mail of Organization Contact	
Phone Number of Organization Contact	
Name & Title of Organization Contact	
Name & Title of Signatory Authority	
Legal/Tax Status of Organization (check all that apply)	<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> for Profit <input type="checkbox"/> Not for Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Other (Please Specify) _____
Federal Tax ID Number	
Historically Underutilized Business? (If "Yes", attach certification)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total Amount Quoted	

Appendix: Certifications and Assurances

CERTIFICATION OF PROPOSER

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided and the administrative, management and financial systems of this organization. I certify that no employee of Workforce Solutions South Plains has assisted in the preparation of this proposal.

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

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

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

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

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

(Signature)

(Address)

(Phone)

CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUGFREE WORKPLACE

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

The undersigned contractor certifies that:

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

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

The undersigned contractor certifies that neither it nor its principals:

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

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

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- (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 Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
 - (3) Providing each employee with a copy of the Contractor's policy statement;
 - (4) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
 - (5) Notifying Workforce Solutions South Plains within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
 - (6) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature and Date

Name and Title

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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

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

Indicate the certification that applies to your corporation:

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

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

Signature

Date

Name and Title

STATE ASSESSMENT CERTIFICATION

The undersigned authorized representative of the firm or individual 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 firm or individual certifies that:

- 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.
- Has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Signature and Date

Name and Title

CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this proposal, Proposer covenants and affirms that:

- (1) no manager, employee or paid consultant of the Proposer is a member of the Board, the Executive Director, or an employee of Workforce Solutions South Plains;
- (2) no manager or paid consultant of the Proposer is married to a member of the Board, the Executive Director, or an employee of Workforce Solutions South Plains;
- (3) no member of the Board, the Executive Director or employee of Workforce Solutions South Plains owns or controls more than a 10 percent interest in the Proposer;
- (4) no spouse or member of the Board, Executive Director or employee of Workforce Solutions South Plains is a manager or paid consultant of the Proposer;
- (5) no member of the Board, the Executive Director or employee of Workforce Solutions South Plains receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- (6) proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;
- (7) should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Workforce Solutions South Plains and shall immediately refund to Workforce Solutions South Plains any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by Workforce Solutions South Plains relating to that contract.

Disclosure of
Potential
Conflict
Of Interest _____

Name of
Organization: _____

Name/Title
of Authorized
Signatory: _____

Signature _____ Date: _____