



ANNUAL REPORT DESIGN SERVICES REQUEST FOR QUOTE #RFQ 12-1-2022-DS

Issued by

Workforce Solutions South Plains

Issue Date: December 1, 2022

Response Deadline: December 15, 2022 4:00pm

I. Introduction

Workforce Solutions South Plains (hereinafter, "Workforce Solutions") is a 501(c)(3) nonprofit corporation that administers workforce development services authorized by the Texas Workforce Commission (TWC) for the 15-county South Plains Regional Workforce Development Area which consists of Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum Counties.

Through this Request for Quotes (RFQ), Workforce Solutions is seeking a source for the design of an annual report.

II. Requirements

The resulting contract will be a "NOT TO EXCEED" contract for one year with an option to renew for two additional years; three years total. The selected bidder will be required to complete the annual report no later than March 31, 2023. The selected bidder will interface with Workforce Solutions staff in the design of the annual report. Workforce Solutions staff will provide text and pictures for the report. The selected bidder will create the design and layout for the annual report and provide print standards such as paper selection, coating, etc. to ensure a quality product. The selected bidder will provide additional artwork as necessary. The selected bidder will provide up to two design change requests. Prospective bidders may optionally also include a bid for the cost of printing the annual report, however Workforce Solutions reserves the right to contract with the selected bidder for design services only.

Workforce Solutions will retain ownership of all work produced including graphic design output. The designer will provide Workforce Solutions with an electronic version for publication on our website.

III. Selection of Service Provider

Quotes should include:

1. A completed cover sheet using the form provided as **Attachment 1**;
2. A summary of the firm's experience; **Attachment 2**;
3. A price quote and estimated delivery time for the annual report which must be no later than March 31, 2023. The price quote must include the cost of change requests. The time frame for delivery may change based upon input from Workforce Solutions staff. The design should be based on a 16-20-page format. The selected bidder will present one completed document in hard copy and electronic format for review prior to going to print. Please provide samples of design work. **Attachment 2**;
4. Contact information for three professional references. **Attachment 2**.
5. Signed certifications. **Attachments 3-7**.

IV. Evaluation Criteria

Quotes will be evaluated and scored based upon the following:

Criteria	Score
Firm's design quality and aesthetics, service experience, references, and ability to complete the design work on time.	40
Price Quote for Design Services	30
Historically Underutilized Business (HUB)	5
Total Points Possible	75

V. Submission of Quotes

Please contact Joe Aiello at 806-744-1987 ext. 2039 email joe.aiello@spworkforce.org for questions related to this RFQ. Please email your quote electronically to joe.aiello@spworkforce.org.

Deadline for Submission: 4:00pm December 15, 2022

Governing Provisions and Limitations

1. Offerors shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, proposal evaluator, or agent of the Board or elected official for purposes of having an influencing effect on this procurement. Offerors shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, board member, employee, proposal evaluator, or agent of the Board or elected official for purposes of having an influencing effect on this procurement.
2. No officer, board member, employee, proposal evaluator, or agent of the Board shall participate in the selection, award or administration of a contract supported by workforce development funds if a conflict of interest, or potential conflict, is involved.
3. 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.
4. 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.
5. 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 as a result of a successful offeror's failure to contract may be recovered from the offeror.
6. The Board reserves the right to:
 - a. award from one or more contracts as a result of this RFQ 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 RFQ in part, or its entirety;
 - c. extend, shorten, increase or decrease any contract awarded as a result of this RFQ;
 - 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. waive any defect in this procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary;
 - g. 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;
 - h. conduct on-site reviews of records, systems, procedures, including credit and criminal background checks, etc., of any entity selected for funding under this RFQ either before or after the award of a contract or agreement;
 - i. 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.
7. 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.
8. 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 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.
9. An offeror may withdraw a 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.
 10. Funding for goods or services requested in this RFQ is contingent upon the Board's actual receipt and availability of funds from the Texas Workforce Commission.
 11. 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.
 12. 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 offeror 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.
 13. 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.

ATTACHMENT 1 COVER SHEET

Legal Name of Proposing Organization <u>(Include legal name of parent company and DBA, if applicable)</u>	
Name of Parent Company CEO	
Mailing Address and Physical Address (if different)	
Telephone Number	
Fax Number	
Contact Person's E-mail	
Contact Person's Phone Number	
Name & Title of Contact Person	
Name & Title of Signatory Authority	
Legal/Tax Status of Proposing 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 (Specify) _____
Federal Tax ID Number	
Historically Underutilized Business? (If "Yes", attach certification)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total Amount of Bid	

ATTACHMENT 2: REQUIREMENTS WORKSHEET

1. A summary of the firm's experience.
2. A price quote for design and estimated delivery time which must be no later than March 31, 2023. This time frame may change based upon input from Workforce Solutions staff. The design should be based on a 16-20-page report.
3. A price quote for the printing of 250 copies of the designed annual report **(OPTIONAL)**.
4. Contact information for three professional references. Please provide samples of your work.

ATTACHMENT 3 - 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)

ATTACHMENT 4 - 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:

- (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

ATTACHMENT 5 - 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

ATTACHMENT 6 - 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

ATTACHMENT 7 - 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: _____