

REQUEST FOR PROPOSALS

WORKFORCE STUDY

Release Date: December 1, 2023 5pm (CST)
Response Due: December 20, 2023 5pm (CST)
Contract Date: January 17, - April 20, 2024

ISSUED BY:



Pflugerville Community Development Corporation

3801 Helios Way, STE 130

Pflugerville, Texas 78660



3801 Helios Way, Suite 130
Pflugerville, TX 78660
www.pfdevelopment.com

PFLUGERVILLE
COMMUNITY DEVELOPMENT

CORP.

P: 512.990.3725 | **F:** 512.990.3183 | **E:** info@pfdevelopment.com

December 1, 2023

To Whom it Concerns:

The Pflugerville Community Development Corporation (PCDC) invites you to submit proposals for a Comprehensive Workforce Study.

The PCDC appreciates your time and effort in preparing this proposal. Please note that all proposals must be submitted on or before December 20, 2023 at 5 pm in a sealed envelope marked "Workforce Study" received by the Executive Director, Pflugerville Community Development Corporation, 3801 Helios Way, Suite 130, Pflugerville, Texas 78660. Please also send an electronic packet to Amym@pfdevelopment.com.

Award of the contract for this proposal will be considered at PCDC's regular meeting on January 17, 2024.

IT IS UNDERSTOOD that the PCDC has the right to reject any and all proposals as shall be deemed in the best interest of the PCDC.

Thank you,

A handwritten signature in black ink that reads "Amy Madison". The signature is fluid and cursive.

Amy Madison
Executive Director

1. TABLE OF CONTENTS

TITLE	PAGE
REQUEST FOR PROPOSALS LETTER	1
2. TABLE OF CONTENTS	2
3. GENERAL SPECIFICATIONS	4
A. Introduction	4
B. Background	4
C. Scope of service	5
D. Payment	7
E. Procurement Schedule	8
4. SPECIAL PROVISIONS	9
A. Preparation of Proposal	9
B. Reimbursements	9
C. Collusion	9
D. Effective Period of Proposals	9
E. Additional Information	9
5. RESPONSE TO THE REQUEST FOR PROPOSALS	10
A. Cover Letter	10
B. Work Plan	10
C. Project Schedule	10
D. Project Team	10
E. Relevant Experience	10
F. Fees	10
6. SUBMISSION OF PROPOSAL	11
7. EVALUATION OF PROPOSALS	11

PCDC RFP FY24 -01

A. Contract	11
B. Ranking	11
C. Evaluation of Criteria	12
8. AWARD OF CONTRACT	13
A. Negotiations	13
B. PCDC and City Council Approval	13
C. Final Contract	13
EXHIBITS	14
Exhibit “1” – Terms and Conditions for Professional Services Agreements	14
Exhibit “2” – Desired Schedule for Contract Services	20
ATTACHMENTS	21
Attachment A – Cover Sheet	21
Attachment B – Certification of Proposer	22
Attachment C – Certification Regarding Lobbying, Debarment, Suspension...	23
Attachment D – Texas Corporate Franchise Tax Certification	26
Attachment E – State Assessment Certification	27
Attachment F – Certification Regarding Conflicts of Interests	28
Attachment G – Certification of Legal and Signatory Authority	29
Attachment H – Certification of Non-Discriminatory & Equal Opportunity...	30

3. GENERAL SPECIFICATIONS

- **INTRODUCTION:** The Pflugerville Community Development Corporation (PCDC) is requesting proposals from potential proponents for comprehensive workforce study of Pflugerville, Texas. PCDC was created by the voters of Pflugerville in 2001 under the Development Act of 1979 (Texas Revised Civil Statutes Article 5190.6) section 45 for the purpose of creating and retaining primary jobs. The Corporation's independent board of seven voting directors, each serving two-year terms, is appointed by the mayor and city council. Working in cooperation with site selection consultants, facility managers, developers, realtors, and property owners, the PCDC is the central information source and marketing organization for economic development in the City of Pflugerville, Texas, Travis County.

The PCDC welcomes the use of partnerships and subcontracting for this project. The PCDC requires assistance in drafting and formulating a study and plan to guide the PCDC in the area of workforce retention and upskilling that will enhance the quality of life in Pflugerville. Proponents should be subject matter experts, have a proven track record of providing high level research and reports on workforce in the Central Texas region as well as demonstrate relationships with research platforms and industry experts in the workforce arena. Proponents will be selected based on deliverables that meet criteria and provide a plan of action. The effort may include, but is not limited to:

- provide a study of the local industry workforce in Pflugerville including a study of local manufacturing workforce of Pflugerville;
 - Conduct a labor market analysis of the growing workforce in Pflugerville. This analysis will focus on local high-demand, middle-skill occupations in the Advanced Manufacturing industry cluster;
 - Provide critical information needed to help guide PCDC in our efforts to address the workforce readiness needs of future workers and upskilling needs of Pflugerville's existing workforce through demand-driven education and training initiatives.
 - The study will also explore the need for a facility in Pflugerville to provide local access to postsecondary training by third party workforce partners. Information must include the high demand occupations for which training will be provided, the estimated number of individuals to be trained and estimated total number to be served, and descriptions of allowable related services (such as recruitment, job search, job referral; and minor renovation of facilities);
 - The third-party Contractor will conduct a cluster analysis and a gap analysis.
- **BACKGROUND:** The Pflugerville Community Development Corporation's mission is to make the City of Pflugerville a regional employment center by actively pursuing opportunities in the areas of business retention, expansion and attraction through the

promotion of economic and community development. The vision of the organization is to make Pflugerville a thriving job center in Central Texas – built on core values of inclusion, family, exemplary education, and purposeful investment in the community.

The City of Pflugerville is in the heart of Central Texas, conveniently located northeast of Austin between I-35 and SH130 and in 2018, was the nation’s third fastest growth city with a population of over 50,000 according to the U.S. Census Bureau.

The City of Pflugerville has a population of nearly 75,000 and is growing at a rate of 2.65 percent annually and has a median household income over \$95,000 significantly higher than the national average. Pflugerville is home to one of the best independent school districts in Texas and has close proximity to 28 universities and colleges resulting in nearly 40 percent of residents attaining a bachelor’s degree or higher.

Pflugerville also offers a prospering economic climate with business incentives, a skilled workforce, expansion opportunities and prime U.S. trade routes along State highways 45 and 130 and Interstate Highway 35. These routes provide direct access to other nearby cities and a quick route to nearby Austin Executive Airport and Austin-Bergstrom International Airport. The “Silicon Hills” near Pflugerville are a key player in the thriving global high-tech industry and Austin’s recent emergence as a renewable energy hub provides Pflugerville with a wealth of resources and abundant business opportunities.

Pflugerville Independent School District continues to grow and expand its Career & Technical Education programs with great success. These efforts help students find successful careers and ensure businesses are better able to hire local residents. Pflugerville is home to a large and growing working-age veteran population, which is a tremendous economic development and community asset. With a large existing population, proximity to Fort Cavazos, and potential for collaboration with the new Army Futures Command, Pflugerville is well-positioned to continue supporting transitioning veterans and connecting them with education, employers, and other resources that will help them thrive.

SCOPE OF SERVICE: The PCDC expects the Plan to include, at a minimum, all the items listed below, along with accompanying data, maps, drawings, materials or other useful supplemental documentation in the format the PCDC requires.

Phase I: Start-Up and Planning - Initial Information-Gathering and Data Analysis

Goals:

- Collect the background information needed to make informed decisions about the most strategic workforce development investment opportunities for Pflugerville.
- Develop a high-level overview of 1) Pflugerville’s workforce; 2) Pflugerville’s advanced manufacturing sector; and 3) Regional education and training assets.

PCDC RFP FY24 -01

- Leverage the on-the-ground expertise of HR leaders and hiring managers.
- Capture input from other key stakeholders such as industry and business association leaders, education leaders, workforce development board leaders, and key elected officials.

Key Activities:

- Conduct a focus group of senior hiring managers and/or HR officials representing the companies participating in the Manufacturing Talent Advisory Committee.
- Complete asset-mapping research, including analysis of both Pflugerville-specific and Central Texas-wide resources to include current and future options for training facilities in Pflugerville.
- Analyze readily available data, including leveraging job posting analytics from Emsi.
- Conduct four to six brief interviews with key stakeholders.
- Document Preliminary Findings

Phase II: Strategy Development + Vetting

Goals:

- Draw on research literature, consulting team expertise, and stakeholder insights to identify promising manufacturing workforce strategies that could be deployed to support Pflugerville's needs.
- Investigate the feasibility and benefit of constructing a facility to provide postsecondary training for workers (new and incumbent) at local manufacturers.
- Vet potential strategies with industry leaders and key stakeholders to establish priorities and cultivate buy-in.

Key Activities:

- Identify and document promising strategies.
- Analyze strategies for feasibility
- Vet strategies with key stakeholders
- Convene manufacturing Talent Advisory committee to:
- Share preliminary research findings
- Refine prioritization of workforce needs to gauge interest in/willingness to contribute to various manufacturing workforce development strategies
- Gather input from other key stakeholders such as industry and business association leaders, education leaders, workforce development board leaders, and key elected officials to ensure strategies are aligned with regional initiatives.

Phase III: Report Development and Release Goals

Goals:

- Document and disseminate key findings and recommendations.
- Provide PCDC with a publication that can be used for fundraising and recruitment.
- Build momentum for implementation of a comprehensive manufacturing

PCDC RFP FY24 -01

workforce development strategy for Pflugerville.

Key Activities:

- Use feedback from the Manufacturing Talent Advisory Committee and key stakeholder conversations to further refine workforce strategies.
 - Complete report writing, editing, and layout culminating in a final report of no more than 20 pages.
 - Reconvene the Manufacturing Talent Advisory Committee for a launch event to officially release and garner support for the final report.
 - Capital Area will be a joint owner of the data and information collected for the final report. The final report and any related communications will include all partner logos and acknowledge the support of the Texas Workforce Commission's High Demand Job Training program.
 - List the high demand occupations to be supported by training: This industry analysis will examine employer demand for manufacturing technicians and welders and other related Advanced Manufacturing cluster occupations. Estimated total number to be trained (if applicable): N/A. Funds are for industry analysis only.
- **MEETINGS: The Proponent will conduct meetings as follows:**
 - Initial PCDC meetings with staff for organizational, technical, documentation and other substantive issues;
 - Ongoing review and discussion of drafts with PCDC staff;
 - One, Possibly two (2) Public meetings to present draft and final plan for 1) PCDC Board and/or 2) joint meeting with PCDC and City Council
 - **DOCUMENT FORMAT:** The successful proponent will provide one (1) original and eight (8) copies of both the draft and final version of the Plan in hard copy, in electronic format acceptable to the PCDC (i.e. .DOC, .PDF), and web-ready electronic format acceptable to the PCDC. The successful proponent will create all maps in GIS. Maps and supporting documentation will be maintainable using current PCDC software programs. All final map files will be provided in an arc GIS shape file.
 - **PAYMENT:** The Proponent will invoice the PCDC for services rendered on a schedule of 25% upon signed contract and 75% final balance upon completion of study and deliverables. The PCDC Executive Director will make payment after review and approval by the PCDC Board of Directors.

- **PROCUREMENT SCHEDULE:**

RFP Release Date	December 1, 2023 by 5:00pm
Response Deadline	December 20, 2023 by 5:00pm
Electronic Submission Email	amym@pfdevelopment.com
Estimated Contract Start Date	January 17, 2024
Proposers Questions Deadline	December 18, 2023 <i>Send questions to amym@pfdevelopment.com</i>
Response to Questions Posted	December 19, 2023

4. SPECIAL PROVISIONS

- A. **PREPARATION OF PROPOSAL**: Proponents are encouraged to submit concise and clear responses to this Request for Proposal (“RFP”). Responses of excessive length or complexity are discouraged. The PCDC reserves the right to include the selected proposal or any part or parts of the selected proposal in the final contract
- B. **REIMBURSEMENTS**: The PCDC makes no commitment to any proponent of this RFP beyond consideration of the written proposal. The PCDC will not reimburse proponents for the costs incurred in preparing proposals, presentations, etc.
- C. **COLLUSION**: By submission of a proposal, the Proponent certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with any cost proposal submitted by the Proponent, the prices which are quoted are not the product, direct or indirect, of any collusion with any other proponent, and have not been knowingly disclosed by the Proponent directly or indirectly to any other proponent prior to submission to the PCDC.
- D. **EFFECTIVE PERIOD OF PROPOSALS**: All proposals must state the period for which the proposal will remain in effect. Such period will not be less than 120 days from the proposal due date.
- E. **ADDITIONAL INFORMATION**: Responses to questions will be provided to all prospective proponents. Questions will be submitted to:

Amy Madison
Executive Director
Pflugerville Community Development Corporation
3801 Helios Way, STE130
Pflugerville, TX 78660
Phone: 512-990-3725
Fax: 512-990-3183
Email: amym@pfdevelopment.com

5. RESPONSE TO THE REQUEST FOR PROPOSALS

The following items are required in each proposal. In order to expedite the evaluation of proposals, proponents will organize their proposals in the same sequence. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each proposal. Proposals must contain a concise presentation of sufficient length to be complete. Brevity is appreciated when possible. All documents and attachments will be contained in a presentation folder or binder no larger than 8-1/2" by 11". No submittals via email or fax will be accepted. Proposals for 'boilerplate' plans will not be acceptable.

- A. **COVER LETTER**: A cover letter with company name, address, phone number, project contact and principal signature is required, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.

- B. **WORK PLAN**: Explain the work plan with detailed specific tasks as noted in Scope of Service (Section 3.C.) of this RFP. Note all tasks and the responsible parties including the PCDC and sub-consultants.

- C. **PROJECT SCHEDULE**: A project schedule showing key task target dates (including community meetings, steering committee meetings and staff team meetings) and estimated task duration. **Desired completed study and plan is on or before April 20, 2024.** See Exhibit "B" for more detail.

- D. **PROJECT TEAM**: Please provide a resume for the principle of the firm along with a resume for the project manager. Provide primary contact, names and titles of employees and all sub-consultant team members, partnering firms and their team members who will have responsibilities under the subsequent agreement. Provide a brief background on all participants to include professional work and areas of expertise.

- E. **RELEVANT EXPERIENCE**: List projects of a similar nature with which the successful proponent has had direct experience. Be specific on why the referenced projects are similar to this project.

- F. **FEES**: Provide a list of fees for the entire scope of services with a total "not to exceed" amount listed for all items in the RFP. Provide hourly rates for additional services as well as the costs for out of pocket expenses.

6. SUBMISSION OF PROPOSAL

Submit one (1) original, five (5) copies and a PDF file of the proposal to the Executive Director, Pflugerville Community Development Corporation, 3801 Helios Way, Suite 130, Pflugerville, Texas 78660 by **5:00 p.m. Central Time on December 20, 2023**. The sealed envelope will be labeled as such:

Pflugerville, Texas Workforce Study
Submitted by: {Name of Proponent}

7. EVALUATION OF PROPOSALS

- A. CONTRACT:** The selection of the proponents and the execution of a contract, while anticipated, are not guaranteed by the PCDC. The PCDC reserves the right to determine which proposal is in the PCDC's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential proponent (after proposals are opened) if such is deemed in the best interest of the PCDC.
- B. RANKING:** All proposals will be reviewed and ranked according to qualifications and proponents may be selected for interviews or oral presentations as deemed necessary by the PCDC. The PCDC makes no commitment to any respondent to this RFP beyond consideration of its written response.
- C. EVALUATION CRITERIA:** The PCDC will evaluate the qualifications of firms submitting proposals based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed below.

<u>Criteria</u>	<u>Maximum # of Points</u>
1. Quality of proposal submission. All information requested has been submitted. The correct number of proposals has been submitted.	5
2. The firm's history, background, staffing, and capabilities to complete assignment.	15
3. Proposed methodology and timelines. Project management services. Commitment to meeting project agendas, time frames and budgets.	20
4. Personnel or sub-consultants background, qualifications, demonstrated creativity and experience in the economic development industry.	20

5. Experience and demonstrated expertise in developing a Workforce Study and Plan for similar sized cities. Municipal references, samples provided. Success in integrating concerns of key governmental agencies, nonprofit organizations, business community, and general public.	20
6. Project fee and per hour rate for staff/sub consultants.	20
<hr/>	
TOTAL	100

8. AWARD OF CONTRACT

- A. **NEGOTIATIONS**: After selection of a proponent based on qualifications, the PCDC will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent.
- B. **PCDC and CITY COUNCIL APPROVAL**: The final contract will be negotiated by the Executive Director and presented for approval to the PCDC Board and/or the City Council.
- C. **FINAL CONTRACT**:
- The selected proponent will be required to assume responsibility for all services offered in its proposal, whether or not such services are provided by a partnership arrangement. The successful proponent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
 - The successful proponent will be required to enter into a written contract with the PCDC. The PCDC's standard terms and conditions for this contract are attached as Attachment "A". Where conflicts exist between the provisions of Attachment "A" and the provisions of this RFP, the provisions imposing greater responsibility on the successful proponent will control.
 - This RFP and the successful proponent's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The PCDC reserves the right to negotiate the terms and conditions of the contract with the successful proponent.

Exhibit 1
Pflugerville Community Development Corporation
Terms and Conditions for Professional Services Agreements

A. Standards of Performance

1. The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
2. In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional consulting firms who possess special expertise in the types of services involved under this Agreement.
3. Any provisions in this Agreement pertaining to the PCDC's review, approval and /or acceptance of written materials prepared by the Consultant and/or its sub-consultants in connection with this Agreement will not diminish the Consultant's responsibility for the materials.
4. The Consultant will perform all of its services in coordination with the Executive Director. The Consultant will advise the Executive Director of data and information the Consultant needs to perform its services, and the Consultant will meet with staff representatives at mutually convenient times to assemble this data and information.
5. In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

B. PCDC's Responsibilities

1. The PCDC will provide information to the Consultant regarding the PCDC's requirements for the Consultant's services under this Agreement. The PCDC will furnish the Consultant with copies of data and information in the PCDC's possession needed by the Consultant, at the Consultant's request.
2. The Executive Director is designated as an authorized representative to act on the PCDC's behalf with respect to this Agreement. The Executive Director will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the PCDC. Should any decisions require board action, the Executive Director will advise the Consultant and provide a specific date for delivery of responses.

C. Consultant's Records

1. All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to the PCDC and will be available to the PCDC at mutually convenient times if the Consultant is to be reimbursed for any expenses.
2. The PCDC, its auditors and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
3. The Consultant will furnish to the PCDC at such time and in such form as the PCDC may require, financial statements including audited financial statements, records, reports, data and information, as the PCDC may request pertaining to the matters covered by this Agreement.

D. Ownership and Use of Documents

1. All documents prepared by the Consultant in connection with this Agreement will become the property of the PCDC and Workforce Solutions Capital Area, whether any project related to this Agreement is executed or not.
2. The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the PCDC, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to the PCDC all of its records relating to the Project for retention by the PCDC and Workforce Solutions Capital Area.

E. Term; Termination of Agreement

1. The term of the Agreement begins upon its execution by the PCDC, and will end upon the Consultant's completion, and the PCDC's acceptance, of all services described in this Agreement.
2. This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated at will by the PCDC upon at least 15 calendar days

prior written notice to the Consultant.

4. In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by the PCDC to be in accordance with this Agreement. This amount will be paid by the PCDC upon the Consultant's delivering to the PCDC all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of the reproduction of these items will be borne by the PCDC.

F. Insurance and Indemnity

1. The Consultant will indemnify, hold harmless and defend the PCDC and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the PCDC arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Contractor and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement.
2. The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work, the Consultant will furnish to the PCDC a certificate or certificates in a form satisfactory to the PCDC, showing that Consultant has complied with this paragraph. All certificates will provide that policies will not be canceled until at least 30 calendar days written notice has been given to the PCDC. Commercial general liability and motor vehicle insurance will be written with the PCDC as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the PCDC. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$500,000.00.

3. The stated limits of insurance required by this Paragraph are minimum only--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The PCDC's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

G. No Waiver of Immunity

1. The PCDC's execution of and performance under this Agreement will not act as a waiver by the PCDC of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the PCDC, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

H. Remedies; No Waiver

1. In the event of a default or breach of this Agreement by the Consultant, the PCDC reserves the right to choose among the remedies for the default or breach available to the PCDC. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the PCDC. Any failure by the PCDC to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the PCDC's ability to enforce the Agreement after that time.

I. Miscellaneous Provisions

1. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Travis County, Texas.
2. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

3. The Consultant agrees not to use funds received by it under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
4. The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the PCDC within the two years preceding the execution of this Agreement.
5. In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of the Consultant of the Agreement.
6. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.
7. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
8. All services provided pursuant to this Agreement are for the exclusive use and benefit of the PCDC.
9. The PCDC is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant shall not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the PCDC.
10. In the event that the performance by either the PCDC or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of

such events.

11. The PCDC and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The PCDC and the Consultant may not assign, sublet or transfer any interest in this Agreement without the written consent of the other. The Consultant will notify the PCDC, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

12. The Agreement including any appendices and referenced attachments represents the entire and integrated Agreement between the PCDC and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. In the event of a dispute between the parties regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the PCDC's Request for Proposals, the Consultant's Proposal Response, and the public record of the PCDC Council's approval of the Agreement as applicable. This Agreement may be amended only by written instrument and must be signed by both the PCDC and the Consultant. Any such authorization of change in services or amendment must be approved by the PCDC's governing body unless the compensation for which does not exceed \$50,000.00.
 - a. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.
 - b. In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, these Terms and Conditions will govern and control.

Exhibit 2

PCDC Desired Schedule for Contract Services

PROJECT TIMELINE

RFPs - Procurement of Vendor

December 1, 2023 – December 20, 2023

Contract Start Date

Week of January 18

Ongoing

Partnership Meeting Participation by Contractor, PCDC/WFSCA approximately every other month

January 2024

Project Launch Meeting: Kickoff meeting with Contractor, PCDC and WFSCA to review project work plan and timeline. To be coordinated by PCDC in consultation with the Contractor and WFSCA.

January 2 – April 1, 2024

Data Collection and Preliminary Analysis

(Contractor)

Primary Data:

- o Surveys, interviews, and/or focus groups with employers
- o Surveys, interviews, and/or focus groups with education and training providers
- o Surveys, interviews, and/or focus groups with prospective, current, and former workers

Secondary Data:

- o Review of longitudinal and real-time data available through public and subscription data sources such as the Bureau of Labor Statistics, U.S. Census Bureau, JobsEQ, etc.
- o Review of relevant research literature
- o Internet research (e.g., review of industry recruiting communications, scan of education/training provider websites, etc.)

January 2 – April 1, 2024

Gap analysis (Contractor)

- o Analyze current/projected demand for the targeted occupations with the supply of workers to fill those positions to clarify the size and scope of any gaps.

April 2024

Presentation of Preliminary Analysis (Contractor)

- o To share initial findings with grant partnership members and solicit feedback and conduct a presentation for the PCDC Board and/or council

**ATTACHMENT A - COVER SHEET
REQUEST FOR PROPOSAL**

Legal Name of Proposing Entity	
Mailing Address	
Authorized Contact/Signatory Authority	
Phone Number	
E-Mail	
Type of Organization	<input type="checkbox"/> Private for-profit <input type="checkbox"/> Private non-profit <input type="checkbox"/> Government Agency <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other (specify)
Date Established	
Federal EIN	
Texas State Comptroller ID Number	
Historically Underutilized Business?	<input type="checkbox"/> Yes (if yes, attached current certificate is required) <input type="checkbox"/> No
Typed Name & title of Authorized Signatory	
Signature	

ATTACHMENT B – 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 has assisted in the preparation of this proposal.

I acknowledge that I have read and understand the requirements and provisions of the RFQ 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 Limitations and Condition section presented in this RFQ 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 Capital Area Workforce Board on behalf of said organization by authority of its governing body.

(Signature)

(Address)

(Phone)

ATTACHMENT C - CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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

PCDC RFP FY24 -01

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.

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), and Department of Health and Human Services (45 CFR Part 76).

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 within ten days of Contractor's receipt of a notice of a conviction of an employee; and,

PCDC RFP FY24 -01

- (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 this transaction.

Signature and Date

Type Name and Title

ATTACHEMENT D – TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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

Type Name and Title

ATTACHMENT E – 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

Type Name and Title

ATTACHEMENT F – CERTIFICATION REGARDING CONFLICTS 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 the Board;
- (2) no manager or paid consultant of the Proposer is married to a member of the Board, the Executive Director, or an employee of the Board;
- (3) no member of THE BOARD, the Chief Executive Officer or employee of the Board owns or controls more than a 10 percent interest in the Proposer;
- (4) no spouse or member of the Board, Chief Executive Officer or employee of the Board is a manager or paid consultant of the Proposer;
- (5) no member of the Board, the Chief Executive Officer or employee of the Board 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 the Board and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.

Disclosure of Potential Conflict of Interest (Please describe): _____

Name of Organization

Signature of Authorized Representative

Date

ATTACHMENT H – CERTIFICATION REGARDING IMPLEMENTATION OF THE NON-DISCRIMINATION & EQUAL OPPORTUNITY PROVISIONS AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

As a condition to the award of financial assistance from the Department of Labor (DOL) under Title I of the Workforce Innovation and Opportunity Act (WIOA), the bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 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 bases 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.

The bidder also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the bidder’s operation of the WIOA Title I—financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I—financially assisted program or activity. The bidder understands that the United States has the right to seek judicial enforcement of this assurance.

Applicant’s signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Signature of Authorized Representative Date

Name and Title of Authorized Representative