



# **REQUEST FOR PROPOSALS**

## **Legal Services**

**Date of Issuance: July 20, 2020, 5:00 p.m. (CST)**

**Pre-Proposal Meeting: July 27, 2020, 2:30 pm (CST)**

**Written Questions due by: July 30, 2020, 5:00 p.m. (CST)**

**Submission Deadline: August 10, 2020 5:00 p.m. (CST)**

### **Issued By:**

**Workforce Solutions Alamo**

**100 N. Santa Rosa Street, Suite 120**

**San Antonio, Texas 78207**

**[www.workforcesolutionsalamo.org](http://www.workforcesolutionsalamo.org)**

**Procurement is open and subject to the availability of funds.**

Workforce Solutions Alamo is an equal opportunity employer/programs.  
Auxiliary aids and services are available upon request to individuals with disabilities.  
Relay Texas (800) 735-2989 (TDD) or (800)735-2988 Voice

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## INTRODUCTION

The Workforce Solutions Alamo (WSA) Board serves as the governing board for the regional workforce system, a network of service providers and contractors that brings people and jobs together. The Board's membership reflects the diverse constituencies of the regional community: business, economic development, education, labor, community organizations, and government.

Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo, ("WSA") is incorporated as a private, non-profit organization in the State of Texas and maintains a federal tax exemption status as a 501(c)(3) organization working in partnership with the local Chief Elected Officials (CEOs), which include the Mayor of the City of San Antonio and the County Judges from Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina, and Wilson counties. Together, the Board and the CEOs provide leadership over the workforce system in the Alamo region, working to ensure that the area has an educated, skilled workforce.

The WSA Board is committed to promoting regional economic growth and economic self-sufficiency by operating a workforce system that fully aligns efforts of local partners and communities in the region with State-level strategic efforts.

WSA Board's vision endeavors to lead the most integrated community workforce network in the nation. The WSA Board and its regional partners recognize the collaborative process as a powerful means to collectively achieve economic growth that enables the workforce occupational demand to increase, thus providing the opportunity for more job seekers to reach self-sufficiency. WSA and its regional workforce partners have a history of collaborative planning and have aligned strategic initiatives with targeted industry sectors and demand occupations.

WSA's strategies fully align with the Texas Workforce Commission's (TWC) System Strategic Plan's goals which have a focus on employers, of engaging in partnerships, on the alignment of system elements, and on improving and integrating programs and combined State Plan's goals that support benchmarks related to secondary and post-secondary educational achievement, the self-sufficiency of individuals, economic development and job creation, and providing citizens with greater access to government services. In addition, these strategies also wholly incorporate the alignment of Adult Education & Literacy (AEL) activities with other core programs in the workforce system.

### Our Mission

Strengthen the Alamo regional economy by growing and connecting talent pipelines to employers.

### Our Values

Workforce Solutions Alamo embraces and promotes the following values: Accountability, collaboration, excellence, innovation, and integrity.

## Our Customers

Workforce Solutions Alamo supports the concept of an employer demand-driven service delivery. In focusing our attention on meeting the needs of employers first, we will be able to meet the needs of our region's job seekers. Therefore, we serve two (2) primary customers:

- All employers in the region, regardless of size or industry
- All residents who live in the region, regardless of employment status, educational level, skills or abilities, sex, or age

## **PART 1 - GENERAL INFORMATION**

### **1.1 PURPOSE**

This is a Request for Proposal ("RFP") for qualified law firms (the "Proposer") to provide legal services for Alamo Workforce Development, Inc. *dba* Workforce Solutions Alamo, referred to as ("WSA") and its Board of Directors. The selected contractor will serve as general counsel to WSA and the Board of Directors. An Evaluation Panel for this RFP will review the proposals received in response to this RFP and the winning proposal will be recommended to the WSA Board of Directors.

These documents constitute the complete set of specifications, requirements, and/or proposal forms. All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

### **1.2 Procurement Standards**

This Request for Proposals (RFP) provides a uniform method for the procurement of specified services, allowing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFP. Services solicited under this RFP shall be procured in a manner consistent with the Texas Workforce Commission's Financial Manual for Grants and Contracts, Chapter 14, Procurement.

Selection and award will be based upon demonstrated competence and qualifications to perform requested services; and a fair and reasonable price. WSA's intent is to execute a contract for legal services with a single selected Proposer. However, the Board retains the option to contract with multiple proposers with demonstrated expertise in specific legal areas.

### **1.3 Applicable Authorities**

- All applicable federal statutes, regulations, policies, and guidance as presently in effect and as may become effective during the term of this Award;
- Office of Management and Budget's Uniform Guidance at 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements and 2 C.F.R. Part 2900, Department of Labor (DOL) exceptions to 2 C.F.R. Part 200; and

- Approved Local Workforce Development Board Plan including modifications and amendments

#### **1.4 RFP Schedule and Budget**

The following schedule is subject to change at the discretion of the Board without recourse. Proposers should regularly check the Board's website ([www.workforcesolutionsalamo.org](http://www.workforcesolutionsalamo.org)) for posted updates. All updates and changes will be posted to the Procurement page. All times listed reflect Central Standard Time (CST).

<b>Activities</b>	<b>Dates</b>
Issuance of RFP	July 20, 2020
Pre-Proposal Meeting	July 27, 2020
Questions & Answers	July 30, 2020
Proposals Due	August 10, 2020
Evaluation of Proposals	August 11, 2020
Interviews (if necessary)	August 14, 2020
Recommendation to Board of Directors	August 21, 2020
Board Approval	TBD
Contract Anticipated Start Date	October 1, 2020

**The budget for this solicitation is estimated to be \$90,000; recurring retainer fee of \$7,500 per month for 12 months.**

#### **1.5 Issuance and Availability of RFP**

This RFP is issued Monday, July 20, 2020, 5:00 pm (CST), by the Workforce Solutions Alamo Board, under the direction of Adrian Lopez, Chief Executive Officer, 100 N. Santa Rosa, Suite 120, San Antonio, Texas 78207. The RFP package may be obtained electronically online at our website [www.workforcesolutionsalamo.org/procurement2](http://www.workforcesolutionsalamo.org/procurement2).

A copy of the RFP may be requested via e-mail, send requests to [Procurement@wsalamo.org](mailto:Procurement@wsalamo.org). The RFP package is also available online at <http://www.txsmartbuy.com/esbd>.

A Pre-proposal Conference via WebEx will be held on Monday, July 27, 2020 at 2:30 p.m. (CST). Attendance on the video conference meeting is not mandatory but is strongly recommended. This will be an opportunity for Proposers to ask WSA questions regarding the solicitation and about the organization.

Following the conference, Proposers may submit questions in writing no later than Thursday, July 30, 2020 prior to 5:00 p.m. (CST). All properly submitted questions will be compiled and responded to in a Q&A document. The Q&A document will be posted on the Board's website at [www.workforcesolutionsalamo.org/procurement2](http://www.workforcesolutionsalamo.org/procurement2) by Monday, August 3, 2020, 5:00 p.m. (CST). Workforce Solutions Alamo reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

All Workforce Solutions Board members, officers, or staff are **precluded** from answering questions concerning this RFP or the procurement process. Bidders are asked to respect this condition by not asking questions or making requests for assistance, except to the authorized contact person. Violations may result in the disqualification of the offending Proposer.

**Note:** *The no-contact period begins with solicitation publication and includes all rebids. The period ends when either a contract is signed with the winning vendor; the contract with the last of multiple vendors is signed; or the solicitation is withdrawn and no rebid of the same or similar solicitation is planned. The purpose of the no-contact requirement is to ensure a fair, equitable, and competitive process.*

## **1.6 Response Deadline**

The deadline to submit a proposal via email, is no later than 5:00 p.m. (CST) on Monday, August 10, 2020. Proposals received after that time will not be accepted regardless of the circumstances.

All submittals must be emailed to the Authorized Contact:

Cynthia Caruso  
Contracting & Procurement Specialist  
Email: [ccaruso@wsalamo.org](mailto:ccaruso@wsalamo.org)  
Phone: (210) 581-1061

The timely delivery of proposals is the sole responsibility of the proposer. Workforce Solutions Alamo is not responsible for any failures and/or errors of omission. Disputes concerning late or non-delivered proposals cannot be appealed. Any proposals or amendments received after the specified deadline will not be considered and will be deemed as late and non-responsive – NO EXCEPTIONS.

## **1.7 Open Records**

Proposals submitted in response to this RFP are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. Therefore, any confidential, privileged or proprietary information contained within a proposal must be clearly identified by the proposer in the proposal itself (each applicable page clearly marked). Such

information will be kept confidential by Workforce Solutions Alamo to the extent permitted by State law.

### **1.8 Type of Contract**

Workforce Solutions Alamo intends to negotiate and execute a fixed-fee/cost reimbursement contract as a result of this RFP. Any contract resulting from this RFP shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC) and other sources. Negotiated contract amounts will be contingent upon funding actually received and available. The final contract will be subject to any changes in legislation, regulations, rules, or policies promulgated by the funding sources, including the U.S. Department of Labor and the Texas Workforce Commission. General and administrative provisions contained in this RFP will be incorporated into a resulting contract.

Workforce Solutions Alamo reserves the right to vary or change the terms of any contract resulting from this RFP, including funding levels, scope of work, performance measures, adding other related programs or services and funding sources, and shortening or extending the contract period, as it deems necessary and in the best interests of Workforce Solutions Alamo.

### **1.9 Contract Period**

It is the intent of the Board to execute a single contract for Legal Services. The duration of the contract shall be for a period of one year from the date of execution of the agreement. The Board may, at its sole discretion, opt to extend the term of the contract for up to four (4) one (1) year extensions based upon WSA needs and the availability of funds. In no event shall the total term of the contract exceed five (5) years. The Board reserves the right to terminate a contract at any time based on Contractor performance, matters of noncompliance or insufficient funds.

### **1.10 Eligible Contractor**

In accordance with U.S. Department of Labor (DOL) regulations 29 CFR Part 98, WSA is prohibited from awarding funds to any party that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

Proposer must have the necessary technical competence, skills and professional judgment to accomplish the work solicited in the RFP. Proposer must be experienced in working with non-profit, governmental and quasi-governmental organizations. Proposer must be legally authorized to provide legal services in the State of Texas.

Proposer is responsible for familiarity with all applicable federal and state laws, regulations and rules in the development of their response to this RFP. The selected contractor will be required to assume full responsibility for all services included in a contract. Contractor may not assign,



transfer or otherwise dispose of any portion of a contract in whole or in part, to any third party, without the prior written approval of the Board.

### **1.11 Governing Provisions and Limitations**

1. All proposals submitted to Workforce Solutions Alamo in response to this RFP will become the exclusive property of Workforce Solutions Alamo.
2. Proposal, if accepted, will become the basis for the contract scope of work.
3. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit Workforce Solutions Alamo to pay for any costs incurred in the preparation of a proposal or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by Workforce Solutions Alamo.
4. Workforce Solutions Alamo reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.
5. This is a negotiated procurement utilizing the Request for Proposal method, and as such, the selection and award of a contract does not have to be made to the respondent with the lowest priced/cost offer, but rather to a respondent submitting the most responsive proposal that satisfies the Board's requirements and is determined to be in the Board's best interests.
6. Workforce Solutions Alamo reserves the right to award a contract for any services solicited in this RFP in any quantity it determines to be in its best interests.
7. Workforce Solutions Alamo reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.
8. Workforce Solutions Alamo reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. Workforce Solutions Alamo will provide notification of any changes to all known bidders.
9. Workforce Solutions Alamo reserves the right to request additional information, clarification or explanation of any aspect of a proposal submitted in response to this RFP.
10. Workforce Solutions Alamo reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers. Any contract terms negotiated as a result of this RFP may be renegotiated and/or amended in order to meet the needs of Workforce Solutions Alamo.
11. Workforce Solutions Alamo reserves the right to contact any individuals, agency, employer, or grantee listed in a proposal, or to contact others who may have experience or knowledge of the proposer's relevant performance and/or qualifications; and to request additional information from any and all respondents to this RFP.

12. Workforce Solutions Alamo reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc. of any entity selected for contract award. This may occur prior to, or subsequent to the award or execution of a contract. Any misrepresentation of the bidder's ability to perform as stated in the proposal may result in the disqualification of the proposer or the cancellation of any contract awarded as a result of this RFP.
13. The proposer selected for contract award must meet the requirements of Workforce Solutions' key control certification system to ensure the financial integrity of the entity prior to the execution of a contract. Workforce Solutions or its designee will conduct a pre-award review of the selected proposer prior to the execution of a final contract.
14. Workforce Solutions Alamo reserves the right to withdraw or reduce the amount of any award or to cancel any contract resulting from this procurement if adequate funding is not available or due to legislative changes.
15. Workforce Solutions Alamo reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts or sources during the course of any contract resulting from this RFP.
16. Respondents shall not engage in any activity which would restrict or eliminate competition under this procurement. Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.
17. Respondents shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for the purpose of having an influencing effect on this procurement.
18. Respondents shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for purposes of having an influencing effect on this procurement.
19. No Board member, officer, employee, or authorized agent of Workforce Solutions Alamo shall participate in the selection, award, or administration of a contract supported by Board funds if a conflict of interest, real or apparent, would be involved.
20. All proposals submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the proposer without written authorization and proper citation, is prohibited. Failure to adhere to this requirement may cause the proposal to be disqualified. All proposals and accompanying attachments will become the property of Workforce Solutions Alamo after submission and will not be returned.

21. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Respondents must intend to fulfill all the representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of an award or contract. No pleas or error or mistake shall be available to a successful bidder as a basis for release from proposed services. Any damages incurred by Workforce Solutions Alamo as a result of a successful proposer's failure to contract may be recovered from the proposing entity.

22. A contract with the selected proposer may be withheld, at the sole discretion of the Board, if issue of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of the Board.

23. Workforce Solutions Alamo reserves the right to deem as non-responsive or to disqualify any proposal that, in its sole discretion, does not comply with or conform to the terms, conditions, specifications, and/or requirements contained in this RFP.

#### **1.12 Administrative Requirements and Other Limitations**

1. Workforce Solutions Alamo will provide any training and/or technical assistance needed by the selected contractor regarding Board policies, documents, procedures, etc. that are specific to Workforce Solutions.

2. Employees of the contractor are subject to the exclusive control and supervision of the contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, criminal background checks, training, evaluation, etc. for its employees.

3. Proof of insurance is not a requirement for the submission of a proposal, but the selected proposer will be required to obtain and provide proof for all insurances specified in this RFP and provide Workforce Solutions Alamo with proper certificates or policies prior to commencing work under a contract resulting from this RFP. Workforce Solutions Alamo must be listed as an additional insured on the Certificate of Insurance. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations of coverage during the term of the contract must be immediately communicated to the Board. The following insurances/bonding are required:

a. General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFP. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.

b. Errors and Omissions – Contractor must, at its own expense, must carry “errors and omissions” insurance or the equivalent. Contract funds cannot be used to pay for Errors and Omissions insurance.

c. Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1000. Contractor must be able to cover the cost of any deductible.

d. Workers’ Compensation – Contractor must ensure that all employees are covered by worker’s compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFP.

4. Contractor, including all its employees, must comply with all Information Technology access and user policies and requirements of the Board and/or Texas Workforce Commission.

## **PART 2 – PROPOSAL REVIEW AND EVALUATION PROCESS**

### **2.1 Proposal Review and Evaluation**

- A. All proposals received by the deadline for submission will be initially reviewed by Workforce Solutions Alamo staff for responsiveness and compliance with the technical specifications and requirements contained in the RFP.
- B. All proposals that have met the submission criteria and are determined to be “responsive” will then be reviewed and scored by a team of qualified evaluators selected by Workforce Solutions Alamo. Proposals will be evaluated/scored using the criteria specified in this RFP using a standardized instrument developed by Workforce Solutions Alamo.
- C. Review of proposal evaluations, scoring and ranking by Workforce Solutions Alamo staff.
- D. Presentation of the evaluation results, including scoring, ranking, and recommendations to the designated Committee of the Board.
- E. Final action on selection for contract award by the Board. A final contract will be subject to successful contract negotiations.
- F. All responsive proposers will be provided with written notice of the Board’s decision regarding selection and award of a contract.

## **2.2 Proposal Evaluation Criteria**

### **Process**

- Evaluation Phase- WSA will receive, open, and evaluate the replies according to the criteria herein.
- Selection Phase- the ranking of the Proposals will be based on the best interests of WSA.
  - Optional interviews may be conducted.
  - Replies determined to provide the best value to the organization will be awarded the contract for the tasks identified in the RFP.

### **Public Records**

All materials submitted in response to this RFP become the property of WSA and will be a public record and open for inspection by any person in accordance with the provisions of the Texas Public Information Act. WSA shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

### **Cost of Preparation of Proposer's Reply**

WSA is not liable for any costs incurred by a Proposer, responding to this RFP.

### **Duty of Continuing Disclosures of Legal Proceedings**

1. Commencing after the effective date of any contract resulting from this RFP, the Proposer must disclose any pending or prior civil or criminal litigation, investigations, arbitration or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to WSA's Procurement Director within fifteen (15) calendar days of occurrence.
2. This duty of disclosure applies to the Proposer's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the Proposer's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. The successful Proposer shall promptly notify WSA of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the Proposer's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the Proposer's ability or willingness

to perform the contract is jeopardized, the Proposer shall be required to provide WSA all reasonable assurances requested by WSA to demonstrate that:

- a. The Proposer will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
- b. The Proposer and/or its subcontractor(s) has not and will not engage in conduct in performing services for WSA which is similar in nature to the conduct alleged in such proceedings.

### Evaluation Criteria

The Evaluation Panel shall rank all proposals received that meet the submittal requirements. The Award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the WSA. The following criteria shall be used in the evaluation, in no particular order:

- a. Experience, depth of legal talent, availability of facilities and resources, related expertise and fees will be considered.
- b. Proposer's firm must possess demonstrated ability, knowledge and expertise to provide counsel services to WSA. It is important to demonstrate a sufficient depth of talent and ability to allot a sufficient amount of time to meet the demand that WSA will place upon its counsel and to be in a position to respond in a timely and efficient manner.
- c. It is anticipated that only one firm will be selected to perform the services that have been identified. A recommendation shall be made to the governing board of WSA that has approval authority of the final selection.

A proposal must achieve an overall score of at least **70 points** to be considered for selection and contract award. WSA will base the review and evaluation of proposals upon the following criteria:

CONSIDERATION ITEMS	MAX POINTS
<b><u>Requirements</u></b>  <b>"No" marked in any category indicates the proposal is not responsive and will not be considered.</b> a. Was the proposal received by the due date & time? Yes _____ No _____ b. Was the proposal presented in the required format, all questions in this RFP answered, all attachments completed and signed? Yes _____ No _____	<b>Mandatory</b>
Has the firm had any disciplinary actions that have been instituted or proposed against it, in the past three (3) years? Yes _____ No _____	<b>Mandatory</b>

<b><u>Qualifications:</u></b> <ul style="list-style-type: none"> <li>• Experience in performing services as specifically represented in this solicitation</li> <li>• Previous experience with engagements of similar scope and range as the engagement specified in this RFP</li> <li>• Location of the office from which the work is to be done and the number of partners and other professional staff employed at that office</li> <li>• Range of services offered by the firm</li> <li>• Length of time that the Proposer has provided the services it provides</li> </ul>	<b>30 POINTS</b>
<b><u>Resumes and Experience:</u></b> <ul style="list-style-type: none"> <li>• Resumes and Experience of Key personnel assigned to this engagement</li> </ul>	<b>25 POINTS</b>
<b><u>Engagement Planning and Execution:</u></b> <ul style="list-style-type: none"> <li>• Comprehensive description of the Proposer's engagement plan that demonstrate aptitude for management and completion of this engagement.</li> </ul>	<b>15 POINTS</b>
<b><u>Price:</u></b> <ul style="list-style-type: none"> <li>• An explanation of the Proposer's price breakdown for services to be performed.</li> </ul>	<b>15 POINTS</b>
<b><u>Other Criteria:</u></b> <ul style="list-style-type: none"> <li>• References</li> <li>• Proposer's reputation- Texas State Bar</li> </ul>	<b>15 POINTS</b>
<b><u>HUB Bonus Points:</u></b> <ul style="list-style-type: none"> <li>• Five bonus points will be awarded to responsive proposals certified by the Texas Comptroller of Public Accounts or another bona fide certifying agency.</li> <li>• HUB's must indicate their certification number and the certifying agency on the Proposal Cover Sheet</li> <li>• Attach a copy of the notice of certification to be eligible for bonus points.</li> <li>• Certification must be current.</li> </ul>	<b>5 POINTS</b>
<b>TOTAL SCORE</b>	<b>105 POINTS</b>

## **CONSIDERATION ITEM 1**

### **COMPARABLE PROJECT EXPERIENCE**

WSA is interested in the Proposer's experience in performing services as specifically represented in this solicitation. Previous experience with engagements of similar scope and range as the engagement specified in this RFP, location of the office from which the work is to be done and the number of partners and other professional staff employed at that office, range of services offered by the firm, and length of time that the Proposer has provided the services it provides. List three (3) projects meeting these criteria, which have been completed in the past seven (7) years.

- **Provide a narrative not to exceed three (3) pages.**

## **CONSIDERATION ITEM 2**

### **EXPERIENCE OF KEY PERSONNEL**

WSA is interested in the experience of the Key Personnel assigned to this engagement that demonstrates history and success with projects of similar size, scope and budget as specifically represented in this solicitation. List two (2) projects meeting these criteria which have been completed in the past seven (7) years for each Key Personnel.

- **Identify each Key Personnel and provide a narrative not to exceed two (2) pages briefly describing their credentials.**
- **Attach a resume of no more than two (2) pages for each individual.**

## **CONSIDERATION ITEM 3**

### **ENGAGEMENT PLANNING AND EXECUTION**

WSA is interested in the Proposer's engagement plan that demonstrates aptitude for management and completion of this engagement. Describe the specific legal services your firm proposes to provide to meet the requirements of the RFP. (Note: The specific services should address and demonstrate your understanding of the type of services requested)

- **Provide a narrative not to exceed three (3) pages.**

## **CONSIDERATION ITEM 4**

### **PRICE PROPOSAL**

WSA is interested in an explanation of the Proposer's price breakdown for services to be performed. The fee schedule can be monthly retainer, hourly or based on a fee structure that allows for a separate rate per meeting or per month and for additional work. The fee structure should include billings for a Partner time (per hour), Associates and Managers (per hour), Senior (per hour), Paralegal and/or Intern Staff (per hour).

- **Provide a spreadsheet that identifies costs.**

## **CONSIDERATION ITEM 5**

### **REFERENCES**

WSA is interested in the Proposer's reputation and current standing with the Texas State Bar. The references/past experiences will be evaluated in terms of the amount of experience in dealing with nonprofit organizations and workforce development boards, as well as with other local and state government and quasi-government entities. A minimum of three (3) references of active



clients for legal services must be provided. The active clients must be current customers at the time of response submission and must be three distinct customers.

- **Provide three (3) references and verification of current standing.**

## **2.3 Appeal Process and Procedures**

Workforce Solutions Alamo is the responsible authority for handling complaints, disputes, or protests regarding the procurement and proposal selection process at the local level. No protest shall be submitted to the grantor (State) until all administrative remedies at the Grantee (Board) level have been exhausted. This includes, but is not limited to: disputes, claims, protests of selection or non-selection for award, source evaluation, or other matters of a contractual or procurement nature. Matters concerning violations of law shall be referred to such authority that may have proper jurisdiction.

This policy shall apply to appeals by proposers that have applied for an award of grant funds from the Board pursuant to any federal, state or local funded program or activity. The final outcome of an appeal at the local level shall be disclosed to the Texas Workforce Commission (TWC).

### **Issues Subject to Appeal**

Proposers affected by procurement actions or decisions of the Board may appeal pursuant to this policy and procedures as to the following issues:

- a) The action or decision of the WSA is alleged by the Proposer to be in violation of applicable federal and/or state law, regulation or policy regarding procurement and selection; or
- b) The action or decision of the WSA is alleged by the Proposer to be based upon an error of material and relevant fact(s); or
- c) The action or decision of the WSA is alleged by the Proposer to be invalid because of an alleged denial of procedural due process (i.e. failure to review a complaint or protest).

### **Issues Not Subject to Appeal**

- a) Unless substantiated by material and relevant fact(s), the scoring and ranking of proposals is not subject to appeal.
- b) An appeal cannot be submitted based solely on the belief that the appealing party believes their proposal is better than the one selected for contract award.

## **Process to Protest**

The Procurement Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying WSA of an alleged deficiency or filing a protest are listed on our website at [www.workforcesolutionsalamo.org/procurement2](http://www.workforcesolutionsalamo.org/procurement2). If you fail to comply with any of these requirements, the Procurement Director may dismiss your complaint or protest.

## **PART 3 – SCOPE OF WORK**

### **3.1 Services**

WSA is seeking legal services from qualified firms that are properly licensed with extensive experience in Public and Administrative laws to serve as General Counsel to WSA.

The Respondent shall be readily available to perform the following services as requested:

1. Appropriate legal counsel to WSA and its Board of Directors in its capacity as administrative entity and grant recipient/fiscal agent for federal and state workforce funds, and any future sources of funding.
2. Review, analysis, interpretation, and opinions regarding federal, state and local laws, regulations, rules, policies, contracts and other related legal documents applying to WSA.
3. Legal counsel/advice regarding human resource matters such as FMLA, ERISA, workers' compensation; and labor laws such as EEO/Non-discrimination, sexual harassment, wrongful termination, civil rights protections, and other applicable federal, state and local employment laws and regulations.
4. Represent WSA and its Board of Directors in related litigation and legal affairs.
5. Advocacy and representation in grievance and/or complaint proceedings/hearings.
6. Review and comment on procurement and contract documents, including facility leases.
7. Advice on matters related to the Open Records Act and Public Information Act.
8. Advice on matters related to the Open Meetings Act.
9. Advice on all matters related to statutes and regulations pertaining to Texas non-profit corporations.
10. Attendance at Board and/or committee meetings as requested or required.
11. Other related legal matters as may be determined by the WSA Board of Directors and/or its Chief Executive Officer.

Legal services shall be available as follows:

- A. Through personal contact, telephone, email or fax Monday through Friday, during normal business hours, and on an emergency basis after business hours/days.

- B. By appointment to meet with WSA Board of Directors and/or designated staff, and to attend regular and/or special called meetings as requested or required.
- C. In emergencies within 24 hours or less of notice by phone and on-site within 48 hours written notice.

### **3.2 Fees/Charges**

Provide an explanation of the Proposer's price breakdown for services to be performed. Please use Attachment 7 as part of your reply. Provide a budget/cost summary that identifies each of the following items:

- Hourly Rates/Fees – Identify the standard hourly rate/fee for all personnel that will provide various services under a contract: attorneys, paralegals, legal secretaries, legal researchers, etc.
- Non-Personnel Costs – Identify all other costs that may be associated with the provision of services under a contract: i.e. travel, long-distance phone/fax, copying, mailing/shipping, and others. Provide a brief explanation for each item. Please note that travel costs must be consistent with State of Texas reimbursement rates.

### **3.3 Deliverables**

The performance of legal services shall be reviewed not less than every calendar year, and any legal services agreement shall be terminable at will and may not have a term beyond five (5) years from the date of execution of the Contract. All prices shall be firm for the term of this Contract.

### **3.4 Contract Renewal**

Such renewal(s) shall be made by mutual agreement and shall be contingent on satisfactory performance evaluations as determined by WSA and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Contract. Any modifications to expand or enhance the planned scope of the Contract in future years that may necessitate additional funds beyond the original prices submitted shall be made by mutual agreement. The Proposer agrees to this condition by signing its proposal.

## **PART 4 – PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 General Instructions for Submitting a Proposal**

#### **REPLY FORMAT**

In responding to this RFP, each Proposer should review and account for all the requirements contained within this RFP. The Respondent's reply must be submitted via email to the authorized contact person:

Cynthia Caruso  
Contracting & Procurement Specialist  
Email: ccaruso@wsalamo.org  
Phone: (210) 581-1061

Proposal text should be presented at a minimum in 12-point font size. The proposal document should follow the sections outlined as found below in the table of contents.

**The technical reply will consist of the following and follow the format listed:**

**Tab 1 – Title Page**

The title page must include, at a minimum:

The title of the RFP;

The RFP due date;

The Proposer's name (person, organization and firm);

The name, title, phone number and address of the person who can respond to inquiries regarding the reply;

The signature of the Proposer with authorized signatory; and

The FEID/FEIN of Proposer.

**Tab 2 – Table of Contents**

Include a clear identification of the material included in the proposal by section and page number.

**Tab 3 - Executive Overview**

**Understanding of Scope of Services**

Responses must include information showing the Proposer's understanding of the needs specified in this RFP and must include a positive commitment to perform the work within the specified time period.

**Company Qualifications**

Describe the Proposer's experience in performing services as specifically represented in this solicitation.

Proposer should provide detailed evidence that the Proposer's firm has previous experience with engagements of similar scope and range as the engagement specified in this RFP;

Give the location of the office from which the work is to be done and the number of partners and other professional staff employed at that office;

Describe the range of services offered by the Proposer; and

Indicate the length of time that the Proposer has provided the services described above.

### **Resumes and Experience**

As part of the reply, the Proposer must submit resumes on the personnel including partners and managers assigned to this engagement describing their education, training, and work experience as detailed on the attached form, Attachment 5 - Resume Template. The Proposer should provide evidence that each person submitted for this project has previous experience with similar tasks on other equivalent engagements. Proposer should identify the specific individuals who would serve on a day-to-day basis as a primary point of contact and be responsible for the work product of the Proposer. The individual identified shall be available within 24 hours (or one business day) notice by telephone or email to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries

### **Disciplinary Actions**

The firm should indicate any disciplinary actions that have been instituted or proposed against the firm during the last three (3) years.

### **Tab 4 – Engagement Planning and Execution**

The Proposer must submit a comprehensive description of their engagement work plan(s) as part of their reply. The plans may include narratives, work programs, tables, or other illustrative disclosures that demonstrate aptitude for management and completion of this engagement. Minimum disclosures required by WSA are detailed in Part 3- Scope of Work of this RFP.

### **Tab 5 - Attachments**

Replies to this RFP must include the following documents and certifications:

1. Proposer/Organization Information (Attachment 1). A representative who is authorized to contractually bind the Proposer must complete, sign and attach this form.
2. Reference Form (Attachment 2). A representative who is authorized to contractually bind the Proposer must complete, sign and attach this form.
3. Disclosure Statement/Conflict of Interest (Attachment 3). Completed, signed, and attached by authorized individual for Proposer.
4. List of Subcontractor(s) (Attachment 4). Attach a list of subcontractors who will

perform work on this engagement under your organization's direction and supervision. Form should be completed, signed and attached by authorized individual for Proposer.

5. Resume Template (Attachment 5). A Resume Template should be completed for each team member that will be assigned to this engagement including those of subcontractor(s).
6. W9 Form (Attachment 6). Complete and submit a W9 form for your organization.
7. Price Reply (Attachment 7). All potential fees and charges related to the performance of contracted services should be identified. Fees and charges identified will be incorporated into the contract. A representative who is authorized to contractually bind the Proposer must complete, sign and submit this form.
8. Certifications (Attachment 8).
9. HUB/MWBE Certification (Attachment 9, if applicable). Attach a copy of your certification. Whenever possible, WSA shall make positive efforts to utilize Historically Underutilized Businesses and Small, Minority-owned and Women-owned businesses in procuring services.

#### **4.2 Additional Information**

Please provide any additional information you consider to be helpful in the selection process in this section.

#### **4.3 Reply Submission**

Proposers shall submit all data in the formats specified in this RFP. The forms furnished must be used when submitting the reply. Forms are to be filled out in pen or typewritten with alterations, changes or amendments initialed. All forms must be signed and dated.

**REPLIES MUST BE RECEIVED ON OR BEFORE THE DUE DATE** reflected on the timeline in the Schedule of Events of this RFP. It is the Proposer's responsibility to assure its reply submittal is delivered at the proper place and time as required in this RFP. The official date and time of receipt is the date and time the reply is stamped by WSA. **Late replies will not be accepted.** Proposers should not include marketing materials in their RFP submission. Proposer's replies must state that its reply constitutes an offer that remains valid for at least 120 days after receipt of the reply.

Replies can be sent via email to the Authorized Representative indicated below:

Cynthia Caruso  
Contracting & Procurement Specialist  
Email: [ccaruso@wsalamo.org](mailto:ccaruso@wsalamo.org)  
Phone: (210) 581-1061

Proposals may be withdrawn upon written request if made before the response deadline. The cost of submissions or returning proposals that are withdrawn shall be the responsibility of the proposer. Once the response deadline is passed, all proposals will become the property of Workforce Solutions Alamo and will not be returned.

#### **4.4 Inquiries**

Any questions must be sent via e-mail to the authorized contact person listed below. **No telephone calls will be accepted.** All attempts will be made to post questions received by the due date and the corresponding answers on the WSA website prior to the proposal due date. No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on WSA. All addenda will be posted on the WSA website.

NOTE – Submit questions in writing to: **ccaruso@wsalamo.org**

### **PART 5 – INSURANCE REQUIREMENTS**

#### **5.1 Insurance Limits**

Proof of insurance is not a requirement for the submission of a proposal, but the selected proposer will be required to obtain and provide proof for all insurances specified in this RFP and provide Workforce Solutions Alamo with proper certificates or policies prior to commencing work under a contract resulting from this RFP. Workforce Solutions Alamo must be listed as an additional insured on the Certificate of Insurance. The Contractor will be required to maintain insurance coverage for the period of the contract. The following minimum insurance coverage and limitations will be required:

- a. General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFP. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.
- b. Errors and Omissions – Contractor must, at its own expense, must carry “errors and omissions” insurance or the equivalent. Contract funds cannot be used to pay for Errors and Omissions insurance.
- c. Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence;

\$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1000. Contractor must be able to cover the cost of any deductible.

d. Workers' Compensation – Contractor must ensure that all employees are covered by worker's compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFP.

A statement of assurance to that effect must be included in your transmittal letter and Statement of Work response.



**PART 6 – ATTACHMENTS**

**ATTACHMENT 1: PROPOSER INFORMATION**  
**REQUEST FOR PROPOSALS**  
**RFP for Legal Services**

**ORGANIZATION INFORMATION**

<b>Company Name:</b>			
<b>Street Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Mailing Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Contact Person:</b>		<b>Title:</b>	
<b>Email:</b>		<b>Phone:</b>	
<b>Website:</b>			
<b>Years in business:</b>	<b>Total # Full-time Employees at this location:</b>		
<b>Legal Structure of Business:</b>	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
	<input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit <input type="checkbox"/> Other		
<b>Employer's Federal ID #:</b>	<b>Primary NAICS and/or (SIC) Code:</b>		
<b>Is your company current on all State and Federal tax obligations?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Description of your business, product(s) and/or service(s):</b>			
<b>Authorized Signature:</b> _____ <i>Signature by an individual who has the authority to bind the Company to the RFP.</i>			

"Execution hereof is certification that the undersigned has read and understands the terms and conditions herein, and that the undersigned's principal is fully bound and committed."

## ATTACHMENT 2: REFERENCES

**Proposer:** \_\_\_\_\_

The Proposer must list a minimum of **three (3) separate and verifiable clients** for which work similar to that specified in this solicitation has been performed for a period of **at least three (3) continuous year(s)**. Any information not submitted on this attachment shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. Confidential clients shall not be included.

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Alternate Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	
<b>Approximate Contract Value or Hourly Rate:</b>	

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Alternate Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	
<b>Approximate Contract Value or Hourly Rate:</b>	

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	

<b>Alternate Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	
<b>Approximate Contract Value or Hourly Rate:</b>	

### ATTACHMENT 3: DISCLOSURE / CONFLICT OF INTEREST STATEMENT

**Proposer:** \_\_\_\_\_

The award hereunder is subject to the Texas Workforce Commission FMGC. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of WSA. All firms must disclose the name of any officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of WSA or other person, who has received or will receive compensation of any kind to seek to influence the actions of WSA in connection with this procurement.

The following persons are officers, directors, employees, or agents of Proposer's firm and state officers or employees:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following persons are officers or employees who own, directly or indirectly, more than 5% interest in the Proposer's firm:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Name and Title of Authorized Representative

***\*This individual must have the authority to bind the Proposer.***

## ATTACHMENT 4: LIST OF SUBCONTRACTORS

Each Proposer shall submit with their response a list of the subcontractors who will perform work under the contract(s), as a result of this RFP. The Proposer shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in providing services with specific proven experience in the area(s) indicated in the RFP. The successful Proposer and their subcontractor must utilize professional judgment and expertise to conduct services.

**In the event that no subcontractor will be used, this form shall be returned indicating, "No Subcontractors will be used."**

**NO SUBCONTRACTORS WILL BE USED:**

☐

\_\_\_\_\_  
Signature of Authorized Representative      Date

<b>Subcontractor Name:</b>	
<b>Business Type:</b>	
<b>Address:</b> <b>City:</b> <b>Zip:</b>	
<b>Phone:</b>	
<b>License #</b>	
<b>Subcontractor Name:</b>	
<b>Business Type:</b>	
<b>Address:</b> <b>City:</b> <b>Zip:</b>	
<b>Phone:</b>	
<b>License #</b>	

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 5: RESUME TEMPLATE

Each Proposer should use their own resume template for all team members proposed for this project. For all resumes submitted for this project, the following disclosures must be provided for all proposed team members:

- For **all team members** indicate if individual is a firm employee, a contracted individual or a subcontractor.
- For **all team members** describe (1) education, (2) professional certifications, (3) professional and business affiliations, (4) previous work experience (in general) and (5) years of specifically related work experience.
- For **all team members** indicate the type of project duties they will perform using one of these six categories:
  - Planning
  - Directing (Team Leader)
  - Performing Fieldwork
  - Report Preparation
  - Administrative Support
  - File Review/Partner/Management Approval

<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <b>W-9</b>            Form (Rev. October 2018)            Department of the Treasury            Internal Revenue Service         </div> <div style="text-align: center;"> <b>Request for Taxpayer Identification Number and Certification</b>            ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.         </div> <div style="text-align: right;"> <b>Give Form to the requester. Do not send to the IRS.</b> </div> </div>		
Print or type.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
See Specific Instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate   <input type="checkbox"/> Other (see instructions) ▶ _____         </div> </div>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
		<b>Social security number</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> OR <b>Employer identification number</b> <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.</i>		



## ATTACHMENT 7: PRICE REPLY FORM

### RFP for Legal Services

**Proposer:** \_\_\_\_\_

The agreed-to compensation will include standard day-to-day administrative, overhead, and internal expenses, including, but not limited to: legal research charges and other consulting services as required by this RFP, office consumable supplies, USPS postage and overnight shipping charges, local and long distance telephone charges, and insurance premiums as required by this RFP.

If available, include any enhanced services and/or in-kind services in addition to those mentioned in this RFP.

<b>Counsel Services</b>	<b>Fixed Hourly Fee \$</b>
Senior Partner	\$
Partner	\$
Associate	\$
Paralegal	\$
Other	\$
Other	\$
Other	\$

## **ATTACHMENT 8: CERTIFICATIONS**

### **Certifications Regarding Debarment, Lobbying, Suspension, Drug-Free Workplace Requirements and Other Responsibility Matters**

Attachment A - Certification Regarding Debarment

Attachment B - Certification Regarding Drug-Free Workplace

Attachment C - Certification Regarding Anti-Lobbying

Attachment D - Certification Regarding Conflict of Interest

Attachment E - Certification Regarding Texas Corporate Franchise Tax

Attachment F - Certificate of Compliance with Texas Family Code 231.006

## **ATTACHMENT 9: HUB CERTIFICATION**

A HUB is defined as “Businesses (i.e. sole proprietorships, partnerships, corporations, limited liability partnerships/companies, joint ventures) which are formed for the purpose of making a profit, provided that at least 51% of the assets and interest of all classes of stock, and equitable securities are owned by one, or more individuals who are economically disadvantaged, and who have been historically underutilized because of their identification as members of the following groups: Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, and American Women.” WSA is committed to a goal of maximizing HUB utilization.

Five bonus points will be awarded to responsive proposals certified by the Texas Comptroller of Public Accounts or another bona fide certifying agency. HUB’s must indicate their certification number and the certifying agency on the Proposal Cover Sheet and attach a copy of the notice of certification to be eligible for bonus points. Certification must be current.

Whenever possible, WSA shall make positive efforts to utilize small businesses, minority-owned firms, and women’s business enterprises, in procuring services as stated in FMGC, as applicable.