

REQUEST FOR QUALIFICATIONS COVER SHEET AND CHECK LIST

Name of Qualified Applicant	
Mailing Address of Applicant Include Physical Address (if different)	
Phone Number of Applicant	
E-mail Address of Applicant	
I am interested in evaluating proposals for: Check all that apply.	 Child Care Services (CCS) Workforce Center Services (WCS) Business/Employer Services (BSU)
Attached Forms All forms must be signed.	 Code of Ethical Conduct Non-Disclosure Agreement Conflict of Interest
Other Attachments All forms must be signed.	 Resume Professional References Professional Experience
Legal/Tax Status of Proposing Organization (check all that apply)	 Public Private For Profit Not for Profit Corporation Partnership Sole Ownership Other (Specify)
Federal Tax ID Number (if applicable)	
Historically Underutilized Business? (If "Yes", attach certification)	□ Yes □ No

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WORKFORCE SOLUTIONS BRAZOS VALLEY AND BRAZOS VALLEY COUNCIL OF GOVERNMENTS

CODE OF ETHICAL CONDUCT

General Statement of Policy

The Workforce Solutions Brazos Valley Board (WSBVB) and its administrative/fiscal agent Brazos Valley Council of Governments is a Regional Planning Commission /Council of Governments (BVCOG) and is a political subdivision of the State of Texas. Employees, evaluators, subcontractors, and vendors will carry out their activities in a fair and legal manner avoiding actual or perceived conflicts of interests.

All individuals paid by WSBVB/BVCOG are expected to conduct the activities of the organization always in full compliance with the law and in an honest, fair, and courteous manner. They must not ask or expect others with whom the WSBVB/BVCOG does business to favor the WSBVB/BVCOG or the individual with special treatment.

All individuals paid by WSBVB/BVCOG should not permit personal preferences and dislikes to affect decisions related to their duties. To do so is considered against the WSBVB/BVCOG's policies which is to treat all individuals, members, potential members, contractors, and other fairly and equitably.

Enforceable Code of Conduct

The BVCOG's governing body sets policy for the organization. The Executive Director sets policy for individuals paid by WSBVB/BVCOG. All individuals paid by WSBVB/BVCOG will reflect these policies in their oral and written statements representing the WSBVB/BVCOG with the public, local, government members, potential members, contractors, grantee state agencies, and federal agencies.

Good judgment is a fundamental basis of everything WSBVB/BVCOG does and understanding our ethical and legal parameters strengthens that judgment. Where laws or regulations do not explicitly address a situation, our good judgment based on the principles of honesty, integrity, and common sense is required. All individuals paid by WSBVB/BVCOG are to avoid any action whether or not specifically prohibited in law, regulations, or the BVCOG Personnel Policies, which might result in or reasonably be expected to create an appearance of (but not limited to):

- Using public office, position, or funds for private gain.
- Giving preferential treatment to any person or entity
- Losing impartiality
- Conflict of interest
- Adversely affecting the confidence of the public in the integrity of the organization
- Discrimination or harassment
- Imparting confidential information

All individuals paid by WSBVB/BVCOG acknowledge that his or her conduct is governed by this Code of Conduct. All individuals paid by WSBVB/BVCOG may not:

- 1. Accept any gift (including a free service or lavish form of entertainment) that might tend to influence his or her official actions or impair his or her independence of judgment in performance of duties for the WSBVB/BVCOG.
- Solicit or acceptance or agree to accept a financial benefit, other than from the WSBVB/BVCOG, that might reasonably tend to influence his or her performance of duties for the WSBVB/BVCOG or that he or she knows or should know is offered with intent to influence the employees/subcontractors/vendors performance;

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- 3. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties;
- 4. Accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the WSBVB/BVCOG;
- 5. Make any personal investment that might reasonably be expected to create a substantial conflict between the employee's/subcontractors/vendors private interest and duties for the WSBVB/BVCOG; or
- 6. Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a WSBVBBVCOG employee and subcontractors/vendors in favor of that person.

Additionally, any individual paid by WSBVB/BVCOG, in his or her official capacity, may not:

- 1. Participate in any case or decision wherein program benefits or any other thing of value is or may be granted to or withheld from any person who is related to that employee: (1) within the second degree by affinity (marriage); (2) within the third degree of consanguinity (blood); or (3) is the spouse of a person related within in the second degree of consanguinity. See Nepotism Chart in the definitions section for the explanation of this relationship.
- 2. Participate in any above described case or decision in connection with any business or other for-profit entity if any such employee or described relative is the owner (or beneficiary) of a 5% or greater interest in such business or entity.
- 3. Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or
- 4. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for a political purpose; or
- 5. Use funds provided by the State of Texas to influence the pass or defeat of any legislative measure in the Texas Legislature on the outcome of any election; or
- 6. Use federal or state funds in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state of local legislators; or
- 7. Be a candidate for election to a public office held by a member of the governing body of the WSBVB/BVCOG.
- Participate in any decision relating to a contract decision that affects his or her personal pecuniary interest. Specifically, this provides any officer or employee of the WSBVB/BVCOG who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the WSBVB/BVCOG's contracts.
- 9. Be affiliated in any way with any enterprise in competition with the WSBVB/BVCOG.

Any individual paid by WSBVB/BVCOG has an obligation to disclose to the executive director any relationship the individual or individual's family has with an entity doing business with the WSBVB/BVCOG.

If an occasion arises wherein the above policy is or may become involved, the affected individual shall notify shall notify the point of contact for the request for qualifications.

By signing below, the individual who is now or will be paid by WSBVB/BVOCG, acknowledges that he or she understands the obligations under this code and that failure to comply with the obligations under this code constitutes grounds for terminations of employment/contract.

Signature	of	Indi	vid	ual
Name				

Printed

Date of Signature

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WORKFORCE SOLUTIONS BRAZOS VALLEY NON DISCLOSURE AGREEMENT

I am acting at the request of the Workforce Solutions Brazos Valley Board (WSBVB) as a participant in the development and/or award of a RFQ.

I, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein. I will immediately inform WSBVB if, at any time during the solicitation process, any of these statements are no longer true and correct.

- * I am acting of my own accord and am not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service from or in connection with any potential Offeror.
- * I agree not to disclose or otherwise divulge any information pertaining to the contents or status of this procurement and its development to anyone other than the team leader or other team members. I understand the terms "disclose or otherwise divulge" to include, but not be limited to, reproduction or transmission of any part of any draft solicitation documents, related correspondence, or any proposals, or removal of same from designated areas without prior authorization from the evaluation team leader.
- * I have no preconceived position on the relative merits of any proposals nor have I established a personal preference or position on the worth or standing of any Offeror participating in this action.
- * I agree to perform any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of WSBVB paramount in all decisions.
- I understand that, prior to the signing of a contract resulting from this solicitation or a decision by WSBVB not to award such a contract, all information pertaining to the development of or evaluation of the responses to the solicitation is confidential. Prior to such a decision, I will not discuss any such information with anyone other than relevant WSBVB staff, my agency's procurement, legal, and/or management staff, or WSBVB legal counsel assigned to this procurement. Further, I agree to take all steps necessary to protect the complete confidentiality of any response or offer in my possession during this period of time.
- * I have been given the opportunity to review this statement prior to signing. If I have questions or concerns about this statement, I am to contact WSBVB and/or attorney(s) assigned to the solicitation.

I have not made any changes or deletions on this form without informing WSBVB or attorney. If any changes were made without express notice, WSBVB may remove me from further involvement in the solicitation, and may remove any scoring or evaluation I contributed.

Signature

Printed Name

Date of Signature

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Workforce Solutions Brazos Valley Board 3991 East 29th Street • Bryan, Texas 77802 • (979) 595-2800 • FAX (979) 595-2810

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CERTIFICATION REGARDING CONFLICT OF INTEREST

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

- 1. No manager, employee or paid consultant of the proposer is a member of the Workforce Solutions Brazos Valley Board;
- 2. No manager or paid consultant of the proposer is a spouse to a member of the policy board, the chairman or a manager of the Workforce Solutions Brazos Valley Board;
- 3. No member of the policy board, the president or an employee of the Brazos Valley Workforce Development Board owns or controls more than 10 percent in the proposer;
- 4. No spouse of a member of the policy board, president or employee of the Workforce Solutions Brazos Valley Board is a manager or paid consultant of the proposer;
- 5. No member of the policy board, president or employee of the Workforce Solutions Brazos Valley Board receives compensation from proposer for lobbying activities as defined in federal laws or 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 forgoing covenants and affirmations regarding conflict of interest, proposer shall not be entitles to recovery of any costs or expenses incurred in relation to any contract with the Workforce Solutions Brazos Valley Board and shall immediately refund to the Workforce Solutions Brazos Valley Board any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by the Workforce Solutions Brazos Valley Board relating to that contract.

Name of Organization/Firm

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date of Signature

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