East Texas Council of Governments (ETCOG) acting as Administrative Entity and Grant Recipient for Workforce Solutions of East Texas Board (WSETB), is soliciting:

REQUEST FOR PROPOSAL (RFP)

Revised Longview Real Property Procurement 2020

RFP# CG-WLRPP20R

(REVISED 2-20-20)

David A. Cleveland, Executive Director

Due Date: March 11, 2020

Time Due: 11:00 A.M. CST
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BID PARTICIPATION FORM
(form updated 2-6-2020)

Request for Proposal: Longview Real Property Procurement 2020 RFP

If participating in this ‘Request for Proposal’ (RFP) process, please complete this form and return now to: patricia.hudspeth@etcog.org, or mail to: ETCOG, Attn: Patricia Hudspeth, CTPM, Strategic Procurement, 3800 Stone Road, Kilgore, Texas 75662. Note: Please do not return this form with submitted proposal.

The Request for Proposal (RFP) document was acquired by:

☐ Email ☐ ETCOG Website ☐ WSETB Website ☐ Other

☐ Yes, the entity intends to participate and submit an RFP proposal.

☐ No, the entity will not be participating in this RFP process for the following reason(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

☐ However, please keep the entity active to receive future bidding opportunities.

PROPOSER INFORMATION:

Date: __________________________

Entity Name: ____________________________________________________________

Contact Name: ___________________________________________________________

Address: __________________________________________________________________

City: __________________________ State: __________________________ Zip: ____________

Contact Phone: ___________________ Fax: ______________________________________

Contact Email ________________________________

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INTRODUCTION:

East Texas Council of Governments
East Texas Council of Governments (ETCOG) is a voluntary association of counties, cities, school districts and special districts within a fourteen-county East Texas region. ETCOG assists local governments in planning for common needs, cooperating for mutual benefit and coordinating sound regional development. Either directly or through contractors, ETCOG provides programs and services for East Texas seniors, employers and job seekers. ETCOG also builds the 9-1-1 emergency call delivery system, provides peace officer training and homeland security planning services; and delivers rural transportation services, business finance programs, grant writing services and environmental grant funding for the region.

Workforce Solutions East Texas Board
It is the mission of the Workforce Solutions East Texas Board (WSETB) to improve the quality of life in this area through economic development by providing a first-class workforce for present and future businesses. The Board works in partnership with chief elected officials of the region and is the primary source of local workforce policy. The Workforce Solutions East Texas Board is one of 28 local Workforce Solutions Boards located throughout the state. The board serves Henderson, Van Zandt, Rains, Wood, Upshur, Camp, Marion, Harrison, Panola, Gregg, Rusk, Cherokee, Anderson and Smith counties. The East Texas Council of Governments (ETC) serves as the administrating agency of the Workforce Solutions East Texas Board.

SECTION I: GENERAL INFORMATION

Pursuant to Texas State bid law and TWC grant regulations, ETCOG is required to solicit commercial properties for lease or purchase through a competitive bid process in order to determine and assess commercial properties available for lease or purchase on the open market that meet the needs and requirements of WSETB operations.

This Request for Proposal process satisfies both competitive bid law requirements and grant regulations to help ensure ETCOG to select properties that best meet WSETB needs in serving the community in which they are located as well as the surrounding East Texas Region which they also serve as a whole.

Pursuant to ETCOG General Terms & Conditions (p. 15), ETCOG reserves the right to not award and/or end this RFP process at any time, without any prior notice, written or otherwise, to anyone. ETCOG will not be held responsible or liable for any time and/or effort spent on Proposer RFP preparation or submission. Proposers participate solely of their own free will.

ETCOG is represented by Venue Properties, Inc., a commercial real estate broker in the State of Texas, and as acting broker for ETCOG, may not submit any real properties for consideration or award.
SECTION II: RFP OBJECTIVE

ETCOG, as Administrative Entity and Grant Recipient for WSETB, is soliciting competitive bids for the following: **Option 1)** lease; **Option 2)** lease to purchase; **Option 3)** purchase of existing commercial property; or **Option 4)** land to build in the Longview, Texas area. The property will be used for the implementation of Federal and State funded programs serving targeted populations and communities in Longview and in surrounding Regional East Texas populations and communities. All real property options submitted will be evaluated and considered for award to bring the best value to ETCOG and WSETB programs and clients served. In regard to existing building options, all offers will be considered, but preference will be given to existing buildings in close proximity to the specified 30,000 to 38,000 square feet dimensions.

**SCOPE AND SPECIFICATIONS:**

**Option 1)** Lease existing commercial building adequate for office space use (30,000 – 38,000 square feet)

**Option 2)** Lease to purchase existing commercial building adequate for office space use (30,000 – 38,000 square feet)

**Option 3)** Purchase of existing commercial building adequate for office space use (30,000 to 38,000 square feet)

**Option 4)** Purchase minimum of four (4) acres of land for the purpose of building commercial office space

Please reference Attachment C (p. 30), as an outline for detailed bid specifications for Options 1, 2 or 3. Additionally, proposers submitting bids for Options 1 or 2 must also complete Exhibit I, Landlord-Tenant responsibilities. Attachment D, (p.32) is our Project Program which provides a narrative outline for design professionals to design and detail the systems, finishes and standards of quality for the project.

**REAL PROPERTY LEASE TERMS:** Should the procurement result in **Option 1 Lease of Existing Building** or **Option 2, Lease/Purchase of Existing Building**, the ‘lease term’ shall be for a period of five (5) years (subject to minimal change) with one (1) lease renewal option of five (5) additional years. Lease to commence when Occupancy Permit is issued or upon building being ready for move-in, with ETCOG and WSETB having final approval of build-out or renovation work, and if no permit required.

**Note:** Real property lease terms may be negotiable contingent upon build-out costs and other factors before final signing of agreement by all parties. ETCOG will agree upon terms determined most beneficial to WSETB needs and requirements in serving its clients at the best value possible.

**BROKERAGE FEE STRUCTURE BREAKDOWN:** (Attachment B, p. 29)
Landlord or Seller will pay Venue Properties, Inc a real estate commission equal to five (5)% of gross sales price or if a lease, all base rents and expense reimbursements to be paid over
the initial term of the lease for a non-co-brokered transaction. If co-brokered, fee is four (4)% to Venue Properties, Inc and two (2)% to co-broker.

SECTION III. RFP TIMELINE SCHEDULE (dates are subject to change) REVISED 2-20-20

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertisement/Bid Release</td>
<td>Tuesday, February 11, 2020</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>Monday, March 9, 2020</td>
</tr>
<tr>
<td>Response to Questions Posted</td>
<td>Thursday, March 12, 2020</td>
</tr>
<tr>
<td>RFP Submissions Due</td>
<td>Wednesday, March 25, 2020 (CST)</td>
</tr>
<tr>
<td>Property Inspections</td>
<td>March 30 to April 6, 2020</td>
</tr>
<tr>
<td>WSETB Appointed Evaluation Team</td>
<td>TBD</td>
</tr>
<tr>
<td>Workforce Centers Committee (WCC)</td>
<td>TBD</td>
</tr>
<tr>
<td>WSETB Award Approval:</td>
<td>Wednesday, May 13, 2020</td>
</tr>
<tr>
<td>ETCOG Executive Committee:</td>
<td>Thursday, May 14, 2020</td>
</tr>
<tr>
<td>Authorization by the CEO Board:</td>
<td>Thursday, August 20, 2020</td>
</tr>
</tbody>
</table>

PRE-BID CONFERENCE: A Pre-Bid Conference will not be held.

SECTION IV. SUBMISSION INFORMATION

SUBMISSION INSTRUCTIONS: (revised 2-20-20)

a. Proposers shall submit one (1) original hardcopy of the proposal marked ‘Original’ along with four (4) copies marked ‘Copy’ and must include one (1) electronic copy of proposal to include all required exhibits, i.e. schematics, floor plans, etc.

b. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. At least an eleven (11pt) point font of Calibri, Arial, or Times New Roman is acceptable and must be legible.

c. RFP submissions must be clearly identified on the outermost return envelope/packaging and received by 11:00 A.M., March 25, 2020, regardless if by mail, courier/delivery services, or hand delivered, at:

   East Texas Council of Governments (ETCOG)
   Attn: Trish Hudspeth, CTPM
   ETCOG Procurement & Facilities Office
   3800 Stone Road, Kilgore, TX 75662

   Write: Company Name, RFP# CG-WLRPPL20R, March 25, 2020, 11:00 AM in bottom left-hand corner of the outermost Return Envelope/Package

d. It is the Proposer’s sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP proposal(s) with all required exhibits and materials to the designated location on or before the published submittal deadline.

e. ETCOG will not bear liability for any costs incurred in the preparation and submission of submissions in response to this RFP.
f. RFP submission deadline time will be determined by the ETCOG lobby clock.

g. If submitting more than one property to be considered, each property submission should be placed in a separate envelope and clearly identified with the RFP number, submittal deadline/opening date and time, as referenced on previous page.

h. Courier or delivery services may not deliver directly to the specified location; therefore, it is strongly recommended:

- Proposers allow sufficient time for delivery of proposal prior to the published deadline to the location specified in Section IV. Submission Information, Submission Instructions, c., p. 7.
- Proposers understand that failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

i. It is the Proposer’s responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the RFP Opening, and said addenda or additional materials will not be accepted past the RFP submission deadline date and time.

RFP RETRIEVAL

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the ETCOG website and may be retrieved by clicking on ‘Longview Property Procurement’ at http://www.etcog.org/314/Request-for-Proposals.htm.

In addition, Proposers may request an RFP copy via email to Trish Hudspeth at: patricia.hudspeth@etcog.org.

QUESTION/RESPONSES [revised 2-20-20]

➢ QUESTIONS: Pursuant to Section III. Submission Information, RFP Timeline, p. 7, all Deadline Questions are due March 9, 2020. Proposer questions, requests or inquiries for additional information regarding this RFP process must be emailed to Trish Hudspeth, at patricia.hudspeth@etcog.org. Verbal communication is prohibited, as well as, any communication between ETCOG and WSETB staff or their representatives, other than conducting business unrelated to this RFP, during the entirety of the RFP process. Failure to follow this directive may result in rejection of Proposer participation or a submitted RFP proposal.

➢ RESPONSES: Proposers must go online at http://www.etcog.org/314/Request-for-Proposals.htm and click on ‘Longview Real Property Procurement 2020 RFP’ to retrieve responses to any and all questions asked no earlier than March 12, 2020.
**Please Note:** Proposers who email questions will not receive a personal response to their question(s) but must retrieve question responses online which is to the benefit of all Proposers. Therefore, it is the sole responsibility of Proposers to review the ETCOG website periodically for RFP responses to questions, RFP amendments or updates.

**SEALED PROPOSAL PROCESS**

Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of ETCOG will not answer questions or otherwise discuss the contents of the RFP with any proposer or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

Furthermore, ETCOG reserves the right to a closed RFP process for proposal review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG as well as ensure the best competitive edge for all parties, and in accordance to Texas Local Government Code:

Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR PROPOSALS. (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection. (b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection. (Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.)

In addition, and in accordance to Government Code, Chapter 552. Public Information:

Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section. (Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 1272, Sec. 7.01, eff. June 15, 2001.)

**SECTION V. PROPOSAL OPENING**

Proposals will be received until the deadline date and time designated for receipt. Public attendance is allowed; however, RFP procedure will be adhered to in accordance with non-disclosure mandates. Submitted proposals shall be opened in a manner that does not disclose the contents before a decision is awarded. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after the decision award. ETCOG considers all information, documentation and other related submission materials to be confidential and/or proprietary before a decision is awarded.
• Telephone and facsimile proposals are not acceptable in response to this RFP.

• All submitted proposals become the property of ETCOG after the RFP submittal deadline/opening date.
• Responses submitted shall constitute an offer for a period of ninety (90) calendar days or until a preferred selection for award is approved by the CEO Board, whichever comes first.

• Proposer certifies that owner is not currently delinquent in the payment of any taxes or certain debts owed.

• All programs and employers under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

SECTION VI. SUBMISSION CONTENT REQUIRED

Proposals submitted without the following information may be rejected. ETCOG reserves the right, in its sole judgment and sole discretion, to waive minor technicalities in the best interest of the state. Proposals must contain the following information including all Attachments. Failure to do so may result in disqualification.

1. COMPANY INFORMATION: (including, but not limited to the following)
   a. Company description
   b. Ownership (if partnership, identify each partner)
   c. Physical address (if partnership, include address of each partner)
   d. Mailing address (if partnership, include address of each partner)
   e. Other company locations
   f. Telephone and facsimile number
   g. E-Mail address of company’s primary contact
   h. Financial report, including latest annual report and latest quarterly report.
   i. All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.

2. EXPERIENCE and FINANCIAL CONDITION:
   a. Provide a summary of qualifications including commercial development experience and commercial property management experience;
   b. Provide a summary of real properties currently owned and/or managed; and
   c. Provide resumes of key management personnel.

3. REFERENCES: Include a minimum of three (3) references from current tenants including names, company information and telephone numbers.

4. CONDITION of EXISTING BUILDING or LAND: Provide a description of the condition of building facility or land offered, by describing:
EXISTING BUILDING:
   a. The original user versus current user;
   b. Age of facility offered;
   c. General conditions of building;
   d. Security for parking and building;
   e. Property’s accessibility to public transportation.
   f. Description of Texas Accessibility Standards (TAS) and Americans with Disabilities Act (ADA) compliance;
   g. Description of any asbestos, mold or other hazardous abatement in the past five (5) years;
   h. If requested by ETCOG, a copy of all utility bills for the past year.

LAND:
   a. Describe how land is currently being utilized;
   b. Describe any structures currently present;
   c. General conditions of the land;
   d. Describe any easements located on the proposed property (pipelines, utility, roads, etc.);
   e. What is the current zoning on the property;
   f. Disclose whether utilities are currently present;
   g. List any current restrictions or covenants (HOA/POA);
   h. Property’s accessibility to public transportation.

5. PROPOSER SUBMISSION SHEET INSTRUCTIONS (Attachment A): Proposers shall provide a Space Cost or property cost for each property in response to this RFP. This appropriate Option form is to be completed and returned with the proposal. It is to be signed by an authorized agent of your company. Failure to do so will result in disqualification of the proposal. Proposers are not allowed to make any modifications to the format of the ‘Real Property Proposal Sheet’, ‘Attachment A’, (p. 26), to allow for best possible evaluation of real property submitted for consideration.

6. OWNERSHIP/CONTROL: The Board will NOT accept any proposal without a specified legal description AND legally enforceable documentation proving ownership or control of the property offered. Only ONE location may be submitted per proposal.

   A. If the property is currently owned by the proposer, the proposal must include the following to support ownership:

      1. A legible copy of recorded deed showing the name(s) of the owner(s) and legal description. The name(s) of the owner(s) must match the name(s) of the proposer(s). The recorded deed must include the legal description of the property offered.

      2. If the legal description in the deed does not describe the property offered (because of re-subdivision or other reasons), the proposer shall attach a current legal description of the specific property and a plat map clearly identifying the specific property.
B. If the property is not currently owned by the proposer, the proposal must include the following to prove control:

1. A legible copy of the fully executed document demonstrating control of the property offered, which may be demonstrated by a contract for sale or exclusive option or other legally enforceable agreement acceptable to ETCOG, between the seller and proposer. Any documentation submitted to prove control of the property must contain clear language specifying the legal description and period of control, which must NOT terminate during the evaluation process prior to a decision Award.

2. A copy of a recorded deed showing the name of the owner(s) must exactly match the name of the seller(s). The recorded deed must include the legal description of the property conveyed.

3. If the legal description in the deed does not describe the property, the proposer shall attach a plat map clearly identifying the specific property offered.

4. Proof of legal authority to act on behalf of an owner must be submitted.

C. A property proposal submitted by an agent MUST include a copy of the legally enforceable document, acceptable to ETCOG, identifying the principal, scope and duration of the agency.

D. No property substitution will be allowed.

E. All owners or potential owners of the property must be disclosed.

Site Plan: Proposer must provide one (1) original and one (1) copy of proposal along with one (1) electronic copy of the proposed site plan. The site plan must show the footprint of the building and the parking lot, as well as the proposed accessible route(s) into the property and between the building and parking lot, as applicable.

Location: Proposer must provide one (1) original paper copy of the proposal, along with one (1) electronic copy of a city map indicating location of the building/site offered.

SECTION VII. PROPOSAL EVALUATION CRITERIA

In determining ‘best value’ ETCOG and the WSETB appointed evaluation team, hereafter known as ‘WSETB evaluation team’, will assess information requested and contained in submitted proposal pertaining to, but not limited to the following evaluation criteria:

➢ The overall cost of each real property options;
➢ Price per sq. ft. as compared to standard pricing for the area
➢ Proposed Price Increases for Future Years of Occupancy for existing building;
➢ The square footage or acreage offered
➢ The condition of existing building or land
➢ Location of existing building or land;
➢ Utility costs of existing building options;
➢ Access to public transportation for all options;
➢ Sufficient level of broadband service delivered to the proposed facility
➢ Parking space allotment and availability for all options;
➢ Crime statistics and security for all options;
➢ Telephone and data service availability/accessibility for all options;
➢ Condition and configuration of internal wiring for existing building options;
➢ Testing’s for asbestos, mold or other hazardous abatement
➢ Indicators of proposer’s performance under the agreement, i.e. proposer’s financial resources, proposer’s experience, (etc.) for all options
➢ References
➢ Compliance with the architectural barriers law, Article 9102 for all options; and
➢ Other relevant factors, regulations, certifications, and costs for all options

SECTION VIII. EVALUATION PROCEDURES AND TERMS

➢ An evaluation team will be established to evaluate the proposals. The committee may include employees of ETCOG and WSETB appointed members.

➢ The intent of ETCOG and the WSETB evaluation team is to award a lease or purchase to the proposer whose proposal is considered to be the best value to WSETB.

➢ Submission of proposals confers no legal rights upon any proposer.

➢ ETCOG reserves the right for any contract resulting from this RFP to be contingent upon the continued availability of funding.

➢ ETCOG and the WSETB evaluation team reserves the right to reject any or all proposals submitted, or to make an award to whom the ETCOG and the WSETB evaluation teams’ opinion offers the best value.

➢ ETCOG and the WSETB evaluation team also reserves the right to cancel the RFP process and pursue alternate methods for providing the space requirements.

➢ ETCOG and WSETB evaluation team reserves the right to discern ‘errors and omissions’ for non-material issues and discoveries during the review process.

➢ ETCOG reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

➢ ETCOG reserves the right to waive any minor technicality noted in the submission process.

➢ ETCOG reserves the right to request further documentation or information and to discuss a submitted proposal with any proposer in order to answer questions or to clarify any aspects of the submitted proposal.
➢ ETCOG may develop a "short list" of qualified proposals and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each "short listed" proposer will be given a reasonable opportunity for discussion and revision of their proposal.

➢ ETCOG reserves the right to negotiate proposals received as well as to vary or waive any provisions set forth in this request for proposals in the best interests of the WSETB.

➢ ETCOG reserves the right to negotiate the final terms of any potential agreement or contract as a result of this RFP with Proposers, to include but not limited to, any essential clauses or certifications in this RFP.

➢ When space offered is to be constructed, ETCOG may require additional information or documentation before a decision is awarded.

➢ This RFP does not commit or obligate ETCOG to allow any costs incurred in the preparation of a response or in advance of the execution of a contract.

➢ Conflict of interest is a serious issue. Proposers may not hire ETCOG management or support staff, or policy board members that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit Conflict of Interest form (Attachment F).

➢ Proposal must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.

SECTION IX: SELECTION AND AWARD PROCESS

➢ Proposals shall be scored by a WSETB evaluation team, using the criteria shown in Section VII. Proposal Evaluation Criteria, pg. 12. The WSETB evaluation team will determine if discussion and/or BAFO, is in the best interest of WSETB. The WSETB evaluation team may determine that discussions are necessary to clarify or verify a written proposal. WSETB may, at its discretion, elect to have respondents provide oral presentations of their proposals. A request for a BAFO will be made at the sole discretion of the WSETB evaluation team and will be requested in writing.

➢ The WSETB evaluation team will evaluate the finalists and make a recommendation for award, and in the event an award does not occur, the process may continue until a successful proposal is recommended for award or the process is terminated.

➢ A proposal presented in response to this RFP is subject to negotiation concerning any issue(s) deemed relevant to ETCOG and the WSETB evaluation team and reserves the right to negotiate any issue with any party.

➢ Any contact by Proposer with ETCOG, WSETB, or Workforce staff regarding this RFP, other than those submitted in writing, will result in disqualification of the proposal.
➢ The Award Notice will be sent to the successful proposer. Execution of the Contract is required prior to processing any payments to the proposer.
➢ All Award Notices are subject to final approval by the CEO Board. If the CEO Board does not ratify the agreement, it may be terminated without liability upon thirty (30) calendar days from the date of CEO Board action to the proposer.
➢ Submission of a proposal indicates proposer's acceptance of the evaluation process and recognition that ETCOG and the WSETB evaluation team may make subjective judgments in evaluating the proposals to determine best value.

SECTION X. PROPOSAL TERMS

The RFP itself and any and all required sections/pages submitted with proposal may, in partial or in whole, be part of any agreement resulting from this RFP process.

AWARD of REAL PROPERTY:

➢ A response to this solicitation is an offer to lease; lease to purchase; purchase existing commercial property or purchase land to build by ETCOG based on the terms, conditions and specifications contained in the solicitation. Responses are not to become agreements unless and until they are accepted by ETCOG, the execution of a standard lease by all parties and issuance of a lease.
➢ The lease is void if sold or assigned to another company without written approval of the ETCOG. Written notification of changes to company name, address, telephone number, etc. shall be provided to ETCOG as soon as possible, but not later than thirty (30) calendar days from the date of change.

PAYMENT: Payment will be made in accordance with the standard lease terms or purchase agreement.

PATENTS or COPYRIGHTS: Proposer agrees to protect ETCOG and the WSETB from claims involving infringement of patent or copyrights, if warranted.

COMPLIANCE: Proposer shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, proposer shall furnish the Board with satisfactory proof of its compliance.

SECTION XI. ETCOG GENERAL TERMS & CONDITIONS

A. ETCOG reserves the right for any contract or service agreement resulting from the RFP to be contingent upon the continued availability of funding.

B. A response to this RFP does not commit or obligate ETCOG to award a contract nor to pay for any other costs incurred prior to the execution of a formal contract.
C. ETCOG reserves the right to cancel this RFP in part or in its entirety with no explanation required; and, also reserves the right if only one proposal is received to accept, reject, re-solicit, and/or extend the RFP by up to two (2) additional weeks from original bid submission date if deemed warranted.

D. ETCOG reserves the right to accept, reject or negotiate proposals received; and, to select the proposal it considers in its best interest based upon the requirements and descriptions outlined in this RFP; as well as, to vary or waive any provisions set forth in this RFP in the best interests of ETCOG and programs served.

E. ETCOG reserves the right to require oral presentations by any or all firms. However, ETCOG may make a contract award without oral presentation and or discussion with firms after RFP responses are received by ETCOG. Therefore, RFP responses should be submitted on the most favorable terms.

F. ETCOG reserves the right to request additional information and/or meet with representatives from responding Proposers to discuss submitted proposal, before and after RFP submission, all of which may be used in forming a recommendation for award and/or negotiation of a contractual agreement.

G. ETCOG reserves the right to contact any individual, agency, or employer listed in a Proposer submission, and any others who may have experience and/or knowledge of the potential proposer’s relevant performance/qualifications. ETCOG also reserves the right to negotiate the final terms of any agreement or contract with the proposer.

H. ETCOG reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any potential proposer submitting a proposal.

I. ETCOG reserves the right to hold proposals for 90 days from submission without action.

J. ETCOG reserves the right to extend beyond the original 90-day period prior to an award if in its judgement, circumstances warrant such an extension.

K. ETCOG reserves the right to negotiate the final terms of any potential agreement or contract because of this RFP, to include but not limited to, the inclusion of the RFP and submitted proposal, and any essential clauses or certifications in this RFP. Proposal must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.

L. If the execution of work to be performed by the Proposer requires hiring of subcontractors, it must clearly state this in the proposal. Subcontractors must be identified and the work they will perform must be defined. The proposal should provide the name, address, and Federal Employer Identification Number (FEIN) of the subcontractor. ETCOG will not refuse a proposal based upon the use of sub-contractors; however, retains the right to refuse the subcontractors the proposer selected.
M. Proposers who are partnering with other companies or agencies must list the names of all service providers or joint providers and the amount to be spent by each partner. All subawarded costs must be itemized in the budget so it is clear how the funds will be allocated and spent by each partner. Subawards may be written independently with each of the organizations.

N. If proposer seeks to form a legal joint venture using a corporate identity for the partnership, ETCOG will require the individual’s corporate partners to accept liability for funds.

O. ETCOG reserves the right to claim ownership of any proposal submitted in response to this RFP to be the property of ETCOG, and is not obligated to return proposal responses, binders or exhibits to Proposers. Proposer should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Public Information Act, it will be the responsibility of the Proposer to seek an exemption from disclosure and file any necessary documents with the Attorney General.

P. Conflict of interest is a serious issue. Proposers may not hire ETCOG management or support staff that were involved in the evaluation and/or selection process under this proposal. Proposers must sign and submit the Conflict of Interest Form (CIQ). (Attachment F).

Q. All ETCOG programs and employers must comply with Equal Employment Opportunity (EEO). Auxiliary aids/services are available, upon request.

R. Proposers are required to adhere to the principles as set forth in the ‘ETCOG Customer Service Creed’, Attachment G, p. 42, whenever communicating or conducting business with ETCOG staff, contractors, sub-contractors, customers, or anyone else related to conducting business with ETCOG. To do otherwise may result in vendor performance issues.

SECTION XII. ESSENTIAL CLAUSES AND CERTIFICATIONS

The following forms must be completed, signed, and included with Proposer’s RFP and Proposer must also be in full agreement and compliance of general essential clauses. Failure to return any pages requiring Proposer signature may cause proposal to be null and void

Davis-Bacon Act

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

**Equal Opportunity**
ETCOG is an equal employment opportunity employer. All programs under the auspices of ETCOG are equal opportunity entities. Auxiliary aids and services are available upon request to individuals with disabilities. Equal Opportunity Employer/Program Deaf, hard of hearing or speech impaired customers may contact Relay Texas: 800-735-2989 (TD) and 711 (Voice).

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

**Funding Out**
Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Contractor will not hold liable ETCOG for payment or damages other than payment owed to Contractor for service already provided at the time of said notice.

**Drug-Free Workplace**
Proposer represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

**Conflict of Interest Questionnaire** (Attachment F)
Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an ETCOG officer's close family member. The CIQ must be completed and filed with the proposal response if an employment or business relationship defined in the law exists.

**Non-Collusion**
The undersigned respondent hereby certifies that he/she has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other respondent or with any other competitor.

**Non-Inducements**
The undersigned respondent hereby certifies that neither he/she nor any employee, representative, or agent of the firm responding has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any WSET Board member, official, or employee of ETCOG or with intent to secure favorable treatment in the awarding, amending, or making of any determination with respect to the performance of this contract.
Abandonment or Default
If the successful Proposer defaults on an agreement resulting from this RFP, ETCOG reserves the right to cancel the agreement without notice and either re-solicit or re-award to the next best responsive and responsible respondent. The defaulting proposer will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Proprietary or Confidential Information
Responses may include proprietary or confidential information. ETCOG and WSETB will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

Public Disclosure
No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the Board.

Buy Texas
In accordance with Texas Government Code, Section 2155.4441, and the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Change Management
The Proposer agrees that the key personnel assigned to Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Proposer unless ETCOG agrees to a change in key personnel.

Antitrust
Neither Proposer nor firm, corporation, partnership, or institution represented by Proposer or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

Liability for Property Damage
Successful Proposer shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Proposer and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this RFP. The Proposer shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations
Successful Proposer shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this RFP; no other authority, power, or use is granted or implied. Successful Proposer may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.
Liability for Taxes
Successful Proposer represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this RFP, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Proposer or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Proposer executing the performance of any contract or agreement.

Force Majeure
Neither Proposer nor ETCOG shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business of the existence of such force majeure, or otherwise waive this right as a defense.

Texas State Sales and Use Tax
Pursuant to § 2155.004, Government Code, a state agency may not accept a bid proposal or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

The undersigned (p. 23) for the above individual or entity conditions, certifies they:

_______ Hold a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state; or does not sell tangible personal property or services that are subject to the state and local sales and use tax;

_______ Do not sell tangible personal property or services that are subject to the state and local sales and use tax.

Texas Corporate Franchise Taxes
Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award contracts to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 23) certifies the certification marked below applies to its business entity:
The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

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

**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 Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

**The undersigned (p. 23) certifies:**

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, the extension, continuation, renewal, amendment, or modification of any federal grant award, 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 grant award, 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 subgrant awards, subgrants, and grant awards 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 Part 85), Department of Health and Human Services (45 CFR Part 76).

**The undersigned (p. 23) certifies neither it nor its principals:**

1. Are presently debarred, suspended, proposed for debarment, 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 grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal
offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award 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 grant award had one or more public transactions terminated for cause or default
SECTION XIII. SIGNATURE PAGE

Acknowledgement of Essential Clauses and Certifications – The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or agreement resulting from this RFP. The return of these required documents signed with original signatures by an authorized representative of Proposer are prerequisites for finalizing the award and must be returned with the proposal. Failure to do so may deem a proposal null and void, at the sole discretion of ETCOG and programs served.

Where the undersigned Proposer is unable to certify to any of the statements above, a valid and just explanation must be attached, or proposal will be rejected.

Affirmation of ETCOG Essential Clauses and Certifications - The undersigned certifies the indicated statements and essential clauses are true and correct and further understands that making a false statement and/or proclamation of compliance is a material breach of any subsequent award or service agreement and is grounds for award cancellation.

PROPOSER SIGNATURE

The undersigned hereby certifies the information contained in this proposal and any attachment is true and correct and an accurate representation of the proposed services to be provided and of the administration, management and financial capabilities and systems of this organization.

And further hereby certifies and warrants that he/she has been fully authorized to execute this proposal on behalf of their firm and to legally bind the firm to all the RFP terms, performances, certifications and provisions as herein set forth to be part of any resulting contract or service agreement.

_______________________________________________________________
Company/Provider Name:

_______________________________________________________________
Signature                                      Date

_______________________________________________________________
Typed Name and Title of Authorized Representative
EXHIBIT I
LANDLORD – TENANT RESPONSIBILITIES

(Proposers must complete and return this form with real property submissions for Option 1: Lease of Existing Building and Option 2: Lease/Purchase Lease of Existing Building)

This is Landlord’s “Letter of Intent” to secure a lease and not a binding document.

UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Landlord</th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Water</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(2) Sewer</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(3) Electric</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(4) Gas</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(5) Telephone</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(6) Internet</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(7) Cable</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(8) Trash</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(9)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(10) All other utilities</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

B. The party responsible for the charges under Utilities: Section A will pay the charges directly to the utility service provider.

MAINTENANCE AND REPAIRS:

A. **Cleaning:** Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☐ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type.

B. **Repair and Maintenance Responsibility:** The party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). *(Check all that apply.)*

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Landlord</th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Foundation, exterior walls, roof, and other structural components</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(2) Glass and windows</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(3) Fire protection equipment</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(4) Fire sprinkler systems</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(5) Exterior &amp; overhead doors, including closure devices, molding, locks, and hardware</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(6) Grounds maintenance, including landscaping and irrigation systems</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(7) Interior doors, including closure devices, frames, molding, locks, and hardware</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(8) Parking areas and walks</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
(9) Plumbing systems, drainage systems and sump pumps
(10) Electrical systems, mechanical systems
(11) Ballast and lamp replacement
(12) Heating, Ventilation and Air Conditioning (HVAC) systems
(13) HVAC system replacement
(14) Signs and lighting
   (a) Pylon
   (b) Facia
   (c) Monument
   (d) Door/Suite
   (e) Other:
(15) Extermination and pest control, excluding wood-destroying insects
(16) Fences and Gates
(17) Storage yards and storage buildings
(18) Wood-destroying insect treatment and repairs
(19) Cranes and related systems
(20) 
(21) 
(22) All other items and systems
ATTACHMENT A
REAL PROPERTY PROPOSAL SHEET

A bid sheet for each property offered is required. Properties not meeting the basic real property requirements of square footage or minimum acres will not be considered.

PROPOSER NAME: ______________________________________________________________

Please check all boxes that apply to the real property(s) being submitted for consideration and provide required details for each applicable option wherever designated:

☐ Option One: Lease Existing Building - Lease existing commercial building adequate for office space use (30,000 – 38,000 square feet)
☐ Option Two: Lease to Purchase Existing Building - Lease to purchase existing commercial building adequate for office space use (30,000 – 38,000 square feet)
☐ Option Three: Purchase Existing Building - Purchase of existing commercial building adequate for office space use (30,000 to 38,000 square feet)
☐ Option Four: Purchase of Land – Minimum of four (4) acres for building of a commercial office building and parking.

REAL PROPERTY DETAILS:

Property Name:____________________________________________________________________

Property Address:__________________________________________________________

Owner Name:____________________________________________________________________

Landlord Name (if applicable):

REQUIRED: Proposer must sign at the bottom of the ‘Real Property Proposal Sheet’ for each property offered and by signing below, Proposer’s firm agrees to lease or sell the real property(s) submitted for consideration as described and at the cost indicated and agrees to abide by all the terms and conditions as specified in this document and in any agreement resulting from an award based on this Request for Proposal. Any exceptions taken to the terms and conditions as set forth in this document must be identified in detail and accompany this offering. Any exceptions not identified in detail at the time this proposal as presented will not be considered.

NOTE: Proposer must attach a detailed description of the proposed property for consideration in accordance with Section VI., Submission Content Required, p. 10, requirements for any options offered. In addition, Exhibit I: Landlord-Tenant Responsibilities (p. 24), must be provided if real property is for Option One or Option Two below.
A. **OPTION ONE and OPTION TWO Details**: (Fill-in the following information, required)

<table>
<thead>
<tr>
<th>Square Footage of Space</th>
<th>Annual Base Rent</th>
<th>Annual Base Rent per Square Foot</th>
<th>Monthly Base Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Triple/NNN:**

<table>
<thead>
<tr>
<th></th>
<th>Annual</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Escrow</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Tax Escrow Payment</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Common Area Maintenance (CAM) Fee:</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Specify Common Areas: ____________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Parking spaces allotted to Tenant and Tenant clients/visitors: ______________________

Property Crime Statistics (*attach report if needed*): ______________________________
______________________________________________________________________________
______________________________________________________________________________

**OPTION TWO**: Purchase Details

Terms for Lease to Purchase of Existing Building
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Please indicate if the lease space may be expanded, and if so, by how much: __________
______________________________________________________________________________
______________________________________________________________________________
B. **OPTION THREE Details:** Purchase of Existing Building

<table>
<thead>
<tr>
<th>Square Footage of Space</th>
<th>List Price</th>
<th>Price per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Property Crime Statistics
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Additional Purchase Details: _________________________________________________

________________________________________________________________________
________________________________________________________________________

C. **OPTION FOUR Details:** Purchase of Commercial Land

<table>
<thead>
<tr>
<th>Number of Acres</th>
<th>List Price</th>
<th>Price per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Property Crime Statistics
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Additional Purchase Details: _________________________________________________

________________________________________________________________________
________________________________________________________________________

**SIGNATURE:** The undersigned understands and agrees to the above terms of any option and is authorized to obligate firm by signature to the terms of the above brokerage fee options.

Owner or Authorized Agent (signature) ____________________________
Owner or Authorized Agent (printed) ____________________________

Date ____________________________

**NOTE:** Please feel free to attach the marketing brochure or a webpage hardcopy of submitted properties as additional reference of property details, but not to take the place of the above proposal sheet which is required to validate the proposal sheet for each property offered.
ATTAChment B
Brokerage Fee structure breakdown

The Landlord or Seller of any real property awarded as a result of this RFP process will pay ETCOG’s representative commercial brokerage firm a real estate commission equal to five (5)% of gross sales price or if a lease, all base rents and expense reimbursements to be paid over the initial term of the lease for a non-co-brokered transaction. If co-brokered, fee is four (4)% to ETCOG’s brokerage firm and two (2)% to co-broker of any awarded real property transaction. ETCOG’s representative commercial brokerage firm is Venue Properties.

Option One and Option Two: Lease or Lease Purchase of Existing Building

Brokerage Fee Calculation to Venue Properties, Inc. (Non Co-Broker) – paid by Landlord

<table>
<thead>
<tr>
<th>Monthly Base Rent</th>
<th>Monthly NNN</th>
<th>Total Monthly Rent</th>
<th>Term</th>
<th>Commission Rate</th>
<th>Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>+ $</td>
<td>= $</td>
<td>x 60</td>
<td>5%</td>
<td>= $</td>
</tr>
</tbody>
</table>

Brokerage Fee Calculation to Venue Properties, Inc. (Co-Broker) – paid by Landlord

<table>
<thead>
<tr>
<th>Monthly Base Rent</th>
<th>Monthly NNN</th>
<th>Total Monthly Rent</th>
<th>Term</th>
<th>Commission Rate</th>
<th>Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>+ $</td>
<td>= $</td>
<td>x 60</td>
<td>4%</td>
<td>= $</td>
</tr>
</tbody>
</table>

Option Three and Option Four: Purchase of Existing Building or Purchase of Land

Brokerage Fee Calculation to Venue Properties, Inc. (Non Co-Broker) – paid by Seller

<table>
<thead>
<tr>
<th>Monthly Base Rent</th>
<th>Monthly NNN</th>
<th>Total Monthly Rent</th>
<th>Term</th>
<th>Commission Rate</th>
<th>Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>+ $</td>
<td>= $</td>
<td>x 60</td>
<td>5%</td>
<td>= $</td>
</tr>
</tbody>
</table>

Brokerage Fee Calculation to Venue Properties, Inc. (Co-Broker) – paid by Seller

<table>
<thead>
<tr>
<th>Monthly Base Rent</th>
<th>Monthly NNN</th>
<th>Total Monthly Rent</th>
<th>Term</th>
<th>Commission Rate</th>
<th>Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>+ $</td>
<td>= $</td>
<td>x 60</td>
<td>4%</td>
<td>= $</td>
</tr>
</tbody>
</table>

Signature: The undersigned understands and agrees to the above terms of any option and is authorized to obligate firm by signature to the terms of the above brokerage fee options.

Owner or Authorized Agent (signature)  Owner or Authorized Agent (printed)

____________________________________
Date
ATTACHMENT C

DETAILED PROPERTY REQUIREMENTS – 30,000 to 38,000 for OPTIONS 1, 2 AND 3

FACILITY PUBLIC – 2400 sf (est.)
Reception Area – 500 sf (need IT and phone drops)
Resource Area – 1900 sf (need IT and phone drops)

FACILITY STAFF ROOMS – 20999 sf (est.)
Meeting/Training rooms – 5756 sf
(1) 50x30 – 1,500 sf (need IT and phone drops)
(1) 52x28 – 1456 sf (need IT and phone drops)
(2) 30x30 – 1800sf (need IT and phone drops)
(2) 25x20 – 1000 sf (need IT and phone drops)

Office Rooms – 9818 sf
(3) 16x16 – 768 sf (need IT and phone drops)
(4) 19x16 – 1216 sf (need IT and phone drops)
(10) 12x12 – 1440 sf (need IT and phone drops)
(52) 9x8 Cubicles – 3744 sf (need IT and phone)
(3) 15x9 Cubicles – 405 sf (need IT and phone)
(7) 10x10 Cubicles – 700 sf (need IT and phone)
(11) 10x12 Offices – 1320 sf (need IT and phone)
IT Room – 225 sf
(1) 15x15 – 225 sf (need IT and phone drops)

Breakroom – 600 sf
(1) 20x30 – 600 sf (need kitchen area)

File Room – 1850 sf
(1) 1050 sf
(1) 800 sf

Storage Rooms – 2,2750 sf
(1) 1750sf
(1) 1000 sf

OTHER AREAS – 6018 sf (est.)
Electrical Room – 1000 sf
(1) 1000 sf

Janitorial Closet – 168 sf
(1) 14x12 – 168 sf
Egress Areas – 4850 sf
(file cabinets, copiers, postage machines, recycling collection boxes, etc.)
RESTROOM AREAS – 1038 sf (est.)

PUBLIC RESTROOMS – 445 sf
Ladies – 205 sf
(1) 8x5 – 40 sf ADA Stall
(5) 3x5 – 75 sf Regular Stalls
(3) 5x2 – 30 sf Counter Sinks (ADA compliant)

Mens – 180 sf
(1) 8x5 – 40 sf ADA Stall
(3) 3x5 – 45 sf Regular Stalls
(2) 3x3 – 18 sf Urinals
(2) 5x2 – 20 sf Counter Sinks (ADA compliant)

Non-Gender – 60 sf (ADA Compliant)
(1) commode
(1) sink
(1) infant changing table

STAFF RESTROOMS – 353 sf
Ladies – 178 sf
(1) 8x5 – 40 sf ADA Stall
(3) 3x5 – 45 sf Regular Stalls
(3) 5x2 – 30 sf Counter Sinks (ADA compliant)

Mens – 175 sf
(1) 8x5 – 40 sf ADA Stall
(2) 3x5 – 30 sf Regular Stalls
(2) 3x3 – 18 sf Urinals
(2) 5x2 – 30 sf Counter Sinks (ADA compliant)

NOTICE: The above area dimensions are ‘good faith’ estimates based on verbal communication(s) with end-users concerning space requirements for operation of their service programs. Further, it is understood by all parties, that area and space configurations are subject to change during the actual development and implementation stage.
This document is to serve as the project program. The program will provide a narrative outline for design professionals to design and detail the systems, finishes and standards of quality for the project. It will outline the project’s architectural style and will be a roadmap for project completion. It will also attempt to identify items to be initiated and completed by the owner or the owner’s agents.

Overview

1. This program will define the space plan for the construction of a new office facility for Workforce Solutions East Texas Board (WSETB) to be considered for construction in Longview, Texas. The project is to be built on a to-be determined site. The property will have no less than 5 acres of land. This sized site is deemed to be acceptable for the proposed building, parking, and buffer for adjacent property owner as well as marginal future expansion.

2. Project Budget Guidelines - The goal is to be prudent and meticulous in the design and construction, utilizing energy efficient construction practices and smart economies of structural and MEP components. There is also a desire to produce a workplace that will be filled with natural light and produce a positive / inspiring work environment. It should be decorated with colors and textures that are complementary to the adults on staff and be welcoming for the clients that utilize services provided by the organization. The interior finishes should be “smart” and not eccentric. Materials should be common and not premium. Construction standards should be approximately equal to common offices or common educational grade.

3. The building program is currently centered around a draft floor plan. The plan is consistent with a structural layout that could be constructed as a Class A structural building with bar joists, metal deck and a membrane roof, or a pre-engineered building. For the purposes of this estimate and program, the PEB structural design is selected.

4. The project is of the scale that would require it to meet all current TAS standards for accessibility.

5. It is likely that the project will be required to meet the current energy code.
6. The project must meet all applicable local and state codes including The National Fire Protection Association (NFPA). It is anticipated that a fire sprinkler system would be required.

7. Longview codes and standards:
   - 2015 International Energy Code (IECC)
   - 2012 International Building Code (IBC)
   - 2012 International Residential Code (IRC)
   - 2012 International Fire Code (IFC)
   - 2012 International Plumbing Code (IPC)
   - 2012 International Property Maintenance Code (IPMC)
   - 2012 International Fuel Gas Code (IFGC)
   - 2012 International Mechanical Code (IMC)
   - 2017 National Electric Code (NEC)

Project Architecture

8. The interior style is to be smart and eclectic. The finishes are to be traditional office standards without eccentric expensive finishes. The finishes are to be valuable from a life cycle standpoint and should be durable and long lasting.

9. The landscaping design is to be simple, smart, attractive and easy to maintain.

10. Consideration should be given for window exposures that face the south, although at this juncture the site selection process has not begun.

00 - Studies

11. It is anticipated that a geotechnical study would be performed on the proposed site. Typically, four borings would be done on a project of this size and between two and four paving borings.

12. It is anticipated that a topographic survey of the property would be done to assist the architect and engineers in the final design.

13. The project will be required to be permitted by the City of Longview.

14. The project will be required to be permitted to TAS (Texas Accessibility Standards)

15. It is suggested that a fire suppression system be incorporated into the design. Therefore, a pressure and flow test of the area will be ordered from the City of Longview.

16. The project will be subject to the Davis-Bacon Act, General Decision Number: TX20190250. The price impact of the Davis-Bacon Act is reflected in the Building Project Estimate

01 - General Conditions

17. It is envisioned that the architectural services will be based on the need for the following services:
   - Architectural design per this program
• Interior design services
• Electrical design
• Mechanical [HVAC] design
• Plumbing design
• Structural design. An independent structural engineer will design the foundation and parking lot. The independent structural engineer will assist Venue Development in establishing the performance criteria if the structure. The PEB entity will design and seal the building structure.
• Landscaping will be designed by a licensed architect.

18. The delivery method for construction has been discussed, but not formalized. Consideration should be given to competitively bid the project. Therefore, the drawings and specifications should be detailed to this level of completeness. The designers will be required to design the project to the budget based on the owner’s requirements and budget.

02 - Sitework
19. The location of the site is not known at this time. The estimate for sitework/earthwork is based on an average cost for this sized building. Obviously, sites with aggressive slopes, drainage difficulties, utility issues, excessive clearing requirements, etc., will be evaluated based on their suitability for the proposed building. This estimate is intended to establish an average for a site with minimal negative features. It is assumed that the site selection will base any acquisition decision on these factors.

20. A Storm Water Pollution Prevention Plan (SWPPP) would be required and is included in the estimate.

21. A simple water retention area may be utilized on the 4-acre parcel. Elaborate water retention controls and elaborate civil structures are neither desired nor anticipated.

22. Sanitary sewer is anticipated to be provided by the existing tap or manhole on the property. No special provisions for a separate septic or aerobic system is included in the estimate.

23. A fire line to the building from the property line is anticipated, including a vault for a backflow preventer.

03 - Concrete
24. Follow recommendations of American Concrete Institute (ACI).

25. The foundation is assumed to be a slab on grade with grade beams bearing at a depth of 36”. Contraction joints are at 20’ OC each way. The slab is assumed to be reinforced with reinforcing steel. The ultimate design will be established by the structural engineer as detailed above.
26. The estimate is based on concrete parking for greater value and lower life cycle-cost of the facility.

27. The project is to be situated on a site that is unknown at this time. There is no provision in this estimate for retaining walls or aggressive provisions for managing the property slope(s). This should be a variable in establishing the value or development expense for any property being evaluated.

04 - Masonry

28. The exterior pricing is based on a limited amount of Austin Stone. The stone is to be quarry-cut and laid in a random pattern.

29. A dumpster screen and mechanical courtyard(s) will also be constructed of the same Austin Stone material. The short screens may be unreinforced. The dumpster screen will be reinforced with solid filled CMU masonry.

30. Columns will be wrapped with stone as an accent feature. Stone will extend to 11’-0”

31. A small amount of stone will be placed around the monument sign at the entrance or to flank the entrances.

05 – Metals

32. The conceptual estimate is based on a pre-engineered metal building with main frames at approximately 25’-0” OC. Live and deal loads will be established by the structural engineer.

33. Much of the exterior skin will be constructed of galvalume or Kynar painted metal skin. The skin will be installed horizontally, requiring a secondary framing system, other than the standard girt system. This system will be structural studs, sheathed and a waterproofing membrane installed prior to the installation of the high rib horizontalsiding.

06 – Wood & Plastic

34. A minimal amount of millwork is anticipated. Office and conference room casework is assumed to be included in FF&E budget.

35. Millwork is included in the restrooms and break room.

36. Restroom millwork is to be quartzite or granite tops over plastic laminate in a high-tech or organic pattern. Lavatories will be under mount.

37. Other millwork, such as the Reception Counter, is to be plastic laminate with wire pulls. The tops are to be rustic granite or high tech plastic laminate.

38. A limited amount of rough-sawn wood may be employed for accent walls, cloud ceilings, transition materials or trim. An allowance is included for this category.

07 – Thermal & Moisture Protection

39. The building envelope will be insulated with R-19 wall insulation and R-38 ceiling insulation. During the design phase, the engineers will determine the path of the
insulation, either at the underside of the roof deck or at the ceiling height. A determination will also be made, with the owner’s input to utilize fiberglass insulation or open cell spray foam.

40. Wall cavities between offices should be insulated with sound batts for sound deadening.

08 – Doors & Windows

41. The exterior windows are to be constructed of aluminum frames and insulated glass designed to meet the 2015 International Energy Code (IECC).

42. The entrances and side doors of the building are to be medium stile aluminum storefront doors and matching sidelites.

43. The front entrance will be surrounded by a storefront system. Standard Kawneer or equal storefront system is to be used.

44. Hardware is to be standard commercial grade in the common areas. Falcon locks or similar should be used. All doorknobs should be lever locks.

45. It is anticipated that the owner would employ security fobs or card keys for building access and brass keys for interior office locks if required. The locking system would be programmable and should have the capacity to lock all doors at a specified time each day.

09 – Finishes

46. The following schedule is assumed for the floor finishes and is subject to change during the program development stage.

- Entrance, Mail/File Room, Break Room – Luxury Vinyl Tile
- Staff Offices, Cubical, Conference Rooms & Corridors – Carpet Tile
- Storage Rooms – Vinyl Plank
- Restrooms – Ceramic Tile
- Janitor’s Closet and Electrical/ Mechanical Room – Sealed Concrete

47. The following schedule is assumed for the wall finishes and is subject to change during the program development stage.

- Restroom walls – Ceramic tile to a 60” wainscot on three walls, full height ceramic tile on the wet walls
- All other walls (other than accent walls covered by an allowance) – Painted drywall over spray textured drywall

48. Restroom ceilings shall be gypsum for security and privacy. Ceilings are scheduled to be at 10’ for the purpose of this estimate.

49. All other ceilings will be 2’ x 2’ regular fissured tile with tegular edge in standard metal grid. Ceilings are scheduled to be at 10’ for the purpose of this estimate.
50. This estimate is based on a limited number of accent walls painted different colors than
the main theme for interest and design elements.

10 – Specialties
51. Toilet specialties are to be Bobrick® or equal.
52. Toilet partitions are to be non-solid color plastic laminate. High-tech or organic colors are preferred.
53. Two(2) flagpoles and flags are to be provided near the intersection. Flags will display the
US flag and the Texas flag.
54. Room identification is to be provided with braille.
55. Handicapped signage is to be provided with braille.
56. Handicapped parking signs are to be provided at the entrance(s).

11 – Equipment
57. Upscale residential kitchen equipment is to be used in the break room.
58. Sound masking will be considered for the cubical area. Consider
http://cambridgesound.com/products/.

12 – Furnishings
Furnishing will be specified by the interior designer and procured by the owner.

13 – Special Construction
59. A single monument sign will be utilized at the main entrance, near the street. It will be
externally lighted with LED lights. If the ultimate site is a corner lot, additional signage may
need to be budgeted, and the parking pattern may be developed accordingly.

14 – Conveying Systems
60. None

15 – Mechanical
61. HVAC will be comprised of split DX units. NOTE: This configuration may change during the
design phase, but pricing is based on efficient 5 ton units with duct dampers for acute
control. They will be arranged in the mechanical space designated as Electrical/Mechanical
on the drawings. As the drawings develop, it may be more economical to build two or
three smaller mechanical rooms to house vertical AC units to make the refrigerant lines
and ductwork more efficient.
62. The condensing units will sit in two mechanical courtyards, one on the left of the building
and one on the right. The exact locations will be determined during the Design
Development Phase.
63. Condensation drains will be mounted in the floor system in the mechanical room(s).
64. Vibration isolation devices will be used on all new AHUs.

65. Program pricing is based on units with a SEER rating of at least 14.

66. Building shall have ducted returns in each conditioned space.

67. Rigid sheet metal duct, square or round, will serve drops to each grille with flex duct being approximately 6’.

68. All thermostats are to be WIFI and be compatible with open source software that will allow the using agency or ETCOG to monitor and control the temperature control adjustments from remote desktops, tablets and smartphones.

69. The building should be tested and balanced using the standards of NEBB or AABC, but not necessarily by an AABC or NEBB firm. The installing contractor, if properly trained, may perform the testing per AABC or NEBB protocol.

70. Lavatories are to be under-mounted rectangular shaped similar to Kohler 20000 with motion valves.

71. All urinals and floor mounted toilets are to be flush valves with motion sensing valves, Sloan or equal.

72. Water heaters – One 40 gallon water heater will be mounted in the janitor’s closet serving the public toilets. One 6 gallon water heater will be mounted in a closet near the break room.

16 - Electrical

73. Provide 240v power to serve all AC condensers.

74. Provide a service transformer to service the building if not already on property and properly sized.

75. Provide an MDP and sub panels for a complete installation.

76. Provide all fixtures, gear, dimmers, controls, light harvesting equipment, devices and trim.

77. MDP and all panelboards will be sized by the electrical engineer.

78. Lighting design, including light levels must meet 2015 International Energy Code (IECC) and the 2017 National Electric Code (NEC).

79. All interior lighting shall be energy efficient LED.

80. Site lighting and building lighting should be LED.

81. A fire alarm system shall be designed and incorporated into the building as required by NFPA and/or IFC.

82. The building will be pre-wired with CAT6 cable for 2 data drops and 2 phone drops in each office, 1 data drop for phone and 1 computer drop in each cubicle, and 4 multi-function cable drops in each conference/staff area.
83. An intercom system is not part of this scope and may be part of the phone system or FF&E.

84. Prewire building for co-ax wiring for cable entry into the building as well as 4 co-ax outlet. One will be in the break room.
ATTACHMENT E
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this grant award is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the grant award for the corporation.

The undersigned authorized representative of the corporation being awarded a grant 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 the grant award and is grounds for grant award cancellation.

_____ Not applicable, the contractor is not a corporation.

Indicate the certification that applies to your corporation:

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

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

STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract 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 corporation certifies that:

_____ The Corporation 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.

_____ The Corporation has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

____________________________________________________________________________

Name of Organization

__________________________________________

Printed Name and Title of Authorized Representative

__________________________________________

Signature of Authorized Representative
ATTACHMENT F

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

NOTE: Write “N/A” if no CIQ relationship applies and sign below as verification

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes  ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes  ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes  ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity  Date

Revised 06/03/2016  Adopted 06/29/2007
CUSTOMER SERVICE CREED

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:
1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

ORGANIZATIONAL OBJECTIVE

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.

Acknowledged and will abide by:

Signature of Company Official

Date