



REQUEST FOR PROPOSALS

FOR

MANAGEMENT OF CHILD CARE SERVICES

ISSUE DATE: APRIL 5, 2016, 1:00 P.M., CDT

RESPONSE DEADLINE: May 5, 2016, 5:00 P.M., CDT

Bidders' Conference
April 14, 2016, 9:30 a.m.
Conference call number: 1-866-244-8528, Code 441339

On-line Bidders' Question/Answers and RFP Forms at:
<http://www.wfsdallas.com/doing-business-wfs-dallas>

Ross Towers, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201, 214-290-1000, www.wfsdallas.com

Workforce Solutions Greater Dallas is an equal opportunity employer/program. Auxiliary aids are available upon request, for persons with disabilities. TTY:214-745-1054

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INTRODUCTION

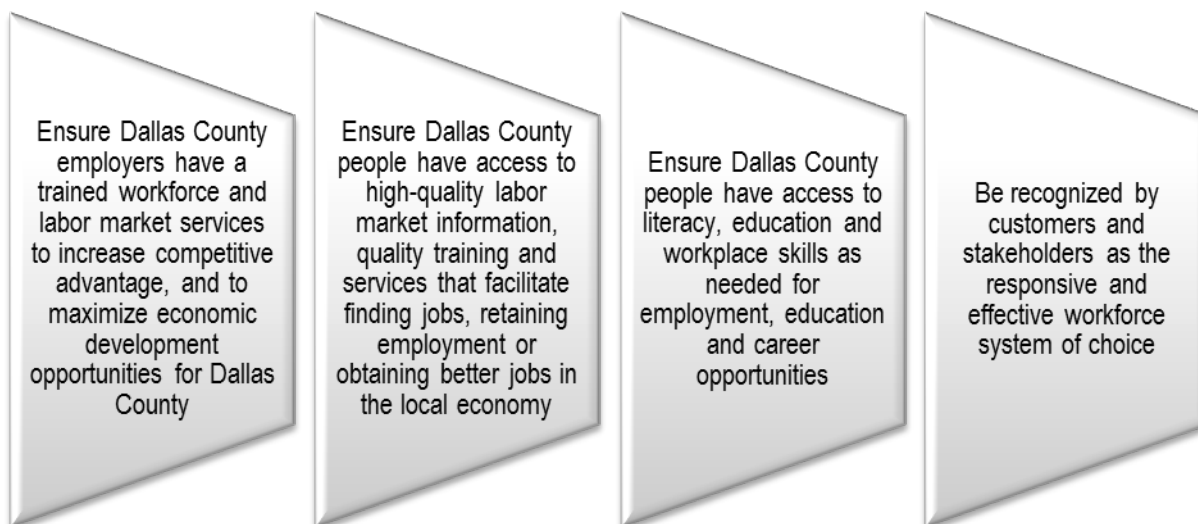
The workforce system in Dallas County is governed and managed by the Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas, acting on behalf of the county's citizens and employers. The Dallas County Local Workforce Development Board is a 501(c) (3) a not for profit corporation in the State of Texas. Board Directors represent a partnership of private employers, organized labor, non-profit organizations and public entities. The Board administers and acts as fiscal agent for programs consolidated at the local level and is responsible and accountable for the management of all workforce development funds made available to the local workforce development area. The Board is also responsible for administering job seeker and employer services funded through the following programs, but not limited to, Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutritional Assistance Program (SNAP), Temporary Assistance for Needy Families (Choices), Employment Services (ES), Rapid Response, Trade Adjustment Assistance (TAA), Child Care Services (CCS) and Adult Education and Literacy (AEL). Grants are received from the Texas Workforce Commission and may include state funds, and federal funds from the U. S. Department of Labor, Health and Human Services, and Agriculture. Please see the Board's website for additional information on the workforce programs and locations of the local workforce solutions offices within Dallas County (www.wfsdallas.com).

Mission

Workforce Solutions Greater Dallas exists to ensure competitive solutions for **EMPLOYERS** through quality people and for **PEOPLE** through quality jobs.

Vision

Workforce Solutions Greater Dallas is recognized locally and nationally as a best in class workforce system that:



Workforce System Principles

- **Universality** means access of all population groups to a broad array of services and information from a comprehensive assortment of education, employment, and training programs. The Greater Dallas Workforce System operates on the belief that true competitive advantage lies in the ability of people to think, to identify and analyze problems, and to work cooperatively to solve them.
- **Customer choice** empowers, enhances, and determines **customer satisfaction**. Adequate information and resources exist to provide every customer, both job seeker and employer, with up-to-date information that is easy to access and meaningful. Customer choice is a shared responsibility and requires the system to inform every customer of the options and advantages to services.
- **Integration of systems, resources, and services** is an ultimate principle that goes beyond co-location and technological access to provide a seamless, workforce solution to all potential customers, job seekers, and employers.

Performance driven/outcome based measures are the criteria by which successful providers are managed. The Board seeks providers who are capable of designing a seamless service delivery system that maximizes performance driven outcomes for all job seekers and employers served, while creating a successful workforce system.

CHILD CARE SERVICES

The Child Care Services (CCS) system enables eligible families to go to work or attend training. The administrator of CCS funds will provide referrals to Childcare Providers coordinating enrollment, attendance, and payment for care. The Workforce Solutions Greater Dallas (WFSDallas) expectation is that the management of child care services will be conducted in a manner that is in the best interest of the customer.

The CCS system will be dedicated to the maximization of state funding and other resources through the use of effective partnerships within the community. The system will also improve the quality, availability and affordability of child care in Dallas County.

During the contract year, additional funding may become available for child care services. The CCS contractor will play a significant role by promoting the expansion of child care to meet community needs and by facilitating staff training to further develop the quality of child care. Although the CCS system is described in terms of public policy, funding sources and management systems, the major focus must be on children, the ultimate beneficiaries of the system.

Specific objectives of CCS include:

- Manage funds to maximize service units and meet monthly fund utilization targets
- Design program services to minimize operational costs
- Develop, maintain, track and report on multiple budgets using the TWC automation system and internal accounting systems
- Determine and document all eligibility for child care services

- Assess parent fees
- Manage a wait list
- Offer low-income families an expanded choice of accessible child care
- Provide an identifiable source of child care information and assistance
- Prepare budgets, and budget amendments
- Provide an accurate and auditable record of all financial transactions
- Maintain records and make reports in a manner prescribed by the Board
- Assure greater opportunities for child care providers to participate in the delivery of referred child care
- Offer child care provider resources for program improvement
- Actively recruit new Texas Rising Star providers
- Schedule and track Texas Rising Star activities
- Provide technical assistance and mentoring to child care providers
- Provide the local community with a focal point for the coordination of services to families and children
- Maintain fiscal records and procurement standards that meet federal and state compliance
- Maintain highest standards for fiscal accountability
- Recoup improper payments
- Establish provider agreements

PART 1.0 GENERAL INFORMATION

NOTE: For purposes of this RFP, the words "Bidder", "Proposer" and "Proposing Entity" shall refer to an entity submitting a proposal in response to this RFP. The term "Contractor" shall refer to entities awarded and entering into a formal contract with the Dallas County Local Workforce Development Board, Inc., d.b.a. Workforce Solutions Greater Dallas (WFSDallas).

1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFP)

The Dallas County Local Workforce Development Board, Inc. d.b.a Workforce Solutions Greater Dallas (WFSDallas), is seeking proposals from qualified organizations to manage Child Care Services (CCS) for Dallas County, in accordance with both the Child Care and Development Fund and Texas Workforce Commission rules and regulations, and local policies. WFSDallas realizes that child care is a primary support service that parents need in order to work or to participate in a workforce program activity. Every day, more than 10,000 children are served through our current contractor (ChildCareGroup, Dallas, Texas) in the Dallas County area.

This Request for Proposals (RFP) provides a uniform method for the procurement of these management services. It contains the necessary background, requirements, instructions, and information for responding to this RFP.

1.2 ACTIVITIES AND SERVICES SOLICITED IN THIS RFP

Services solicited in this RFP include full administration and management of the CCS program for Dallas County residents. The Contractor will provide a centralized mechanism for purchasing child care services for eligible children. The Contractor will assist low-income families and current or former recipients of government assistance, to gain employment and become self-sufficient. Parents will be able to choose child care providers that meet their specific needs for services. With limited exceptions, eligible families must meet income guidelines, pay for a portion of the child care services received, and be working or attending training/education activities in preparation for work.

PROGRAM ELEMENTS FOR SERVICE AND SYSTEM DESIGN

In order to successfully implement the CCS Contract, the CCS Contractor must be able to incorporate the following key elements into their operational plan/program design:

Integrated Functions Across the System

Functional integration of the program, wherever possible that maximizes staff and provides the customer with a seamless delivery of services, requires: integration of the program within the WFSDallas workforce solutions offices (currently 8), strategic cross-training of CCS personnel, as well as workforce solutions office personnel, adequate staffing levels to maintain a fluctuating customer level, strong customer flow strategies to be successful, and responsive management system that meets the customer needs while maintaining performance excellence. The CCS Contractor will be required to locate staff at each of the workforce solutions offices.

System Management

The CCS Contractor will act as a manager of child care services, provided to eligible families to enable them to work or attend training/education activities. The CCS Contractor will also act as a referral agency to child care providers, coordinating enrollment, attendance, payment for care and enhancement of quality child care services. WFSDallas' expectation of this management is that it will be conducted in a manner that is in the best interest of the customer. The CCS system will be one that is dedicated to the maximization of resources through the use of effective partnerships within the community.

The CCS system will have a thorough knowledge of programs and performance requirements. There will be internal management procedures for maintaining program requirements and program performance measures. The Contractor must closely coordinate with WFSDallas in the successful attainment of state performance goals while maintaining the highest quality of services possible to the customers of our Child Care Services System.

The CCS Contractor will be a partner who will work energetically and cooperatively with WFSDallas staff to continuously improve the quality of the CCS system.

Maximize Resources: Partnership, Coordination, and Accountability

In an environment of limited funding and increased demand for services, it is critical to maximize resources including: pursuing local match partnerships, increased coordination with community service providers, increased collaborations with area businesses, and enhanced accountability of the CCS system for overall performance.

The CCS Contractor will be required to coordinate and collaborate with the workforce solutions offices contractor; Texas Department of Family and Protective Services (DFPS), the Texas Health and Human

Services (HHSC), the Attorney General's office, local school districts, community colleges, universities, Head Start grantees, and other community based/faith-based organizations.

1.3 ACTIVITIES AND SERVICES NOT SOLICITED IN THIS RFP

The following functions, activities and services un-solicited in this Request for Proposal (RFP):

- Planning, budget, general administration, coordination and oversight of programs and contractors; these are retained by the Board.

1.4 RFP SCHEDULE OF EVENTS

The following schedule is subject to revisions at the discretion of the Board. All requestors of this RFP will be notified of any changes.

<i>Dates</i>	<i>Activity</i>
Sunday, April 3, 2016	Notice published in Dallas Morning News
Tuesday, April 5, 2016, 1:00 p.m., CDT	Issuance of RFP
Wednesday, April 13, 2016 12 noon, CDT	Deadline for Bidders' Questions
Thursday, April 14, 2016, 9:30 a.m., CDT	Bidders' Conference Call
Friday, April 15, 2016	Questions/Answers posted on http://www.wfsdallas.com/doing-business-wfs-dallas
Thursday, May 5, 2016, 5:00 p.m., CDT	Proposal Deadline
Wednesday, May 18, 2016	Board Action for Consideration
October 1, 2016	Anticipated Contract Start Pending Successful Negotiations

PART 2.0 REQUEST FOR PROPOSAL COMPONENTS

2.1 ADMINISTRATION OF THIS REQUEST FOR PROPOSAL (RFP)

A. Issuance

The RFP is issued at 1:00 p.m., CDT April 5, 2016 and available to download from the Board's website: <http://www.wfsdallas.com/doing-business-wfs-dallas>. If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214)290-1000. Copies of the RFP are also available at Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201 during the normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.)

B. Response Deadline

This proposal must be officially received by the Board staff at Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201 no later than 5:00 p.m. CDT on Thursday, May 5, 2016. Proposals must be received in accordance with Part 4.0 of this RFP. Late proposals or amendments will not be accepted. Proposals should be addressed/externally labeled as follows:

Management of Child Care Services
Attn: Procurement
Dallas County Local Workforce Development Board, Inc.
Ross Tower
500 N. Akard Street, Suite 3030
Dallas, Texas 75201

Dated Material: Proposals are due May 5, 2016 by 5:00 p.m. CDT. The Board is not responsible for any errors of omission or otherwise on the part of the U.S. Postal Service or other carrier regarding proof of mailing. No fax or emailed of proposal will be accepted.

2.2 BIDDERS' CONFERENCE

All bidders are encouraged to participate in the Bidders' Conference held on Thursday, April 14, 2016 from 9:30 a.m. – 10:30 a.m. CDT via conference call by dialing (1-866-244-8528) passcode 441339 to provide clarification and interpretation for this Request for Proposals. It is requested that potential bidders provide questions to the Board prior to the Bidders' Conference. In order to provide sufficient detail, we request that questions must be submitted via fax (214) 745-1110 or email to procurement@wfsdallas.com by 12 Noon CDT on Wednesday, April 13, 2016. Questions may be posed during the call with all questions and responses posted on April 15th at <http://www.wfsdallas.com/doing-business-wfs-dallas>. This conference offers potential bidders the only opportunity to obtain guidance on the scope and nature of the work required in this RFP or to ask other technical questions concerning this solicitation.

NOTE: All Board members, officers, and staff are precluded from entertaining questions concerning a proposal or the procurement process outside the confines of the Bidders' Conference. Potential bidders are asked to respect these conditions by not making personal requests for assistance, except at the Bidders' Conference.

2.3 CONTRACT AWARDS

A. Contract Type

Contracts executed as a result of this RFP process will be cost reimbursement unless a different type of contract is determined by the Board to be more advantageous. All contracts shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC). Negotiated contract amounts will be contingent upon funding actually received. Final contracts will also be subject to any changes in the legislation, regulations or policies promulgated by the funding sources. The Board reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of work, performance standards, and shortening or extending the contract period, as it deems necessary in the interest of the Board and its programs, pending availability of funds.

B. Contract Period

The anticipated contract period is for **October 1, 2016 through September 30, 2017**. Proposer may anticipate transition services beginning September 1, 2016. The contract may be extended for one or more years on an annual basis. The Board may extend the contract for up to four additional one year terms. The total terms of a contract to provide services shall not exceed five (5) years. The contractor will be required to provide an annual closeout for child care services for each year ending September 30th. Offers to extend contracts are at the sole discretion of the Board, based on satisfactory performance, compliance with contractual obligations, and other factors as determined by the Board. The Board reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

C. Additional Funding

WFSDallas reserves the right to expand the contract to include other child care funding or service requirements that WFSDallas receives during the contact period.

D. Method of Procurement

The services solicited under this RFP shall be procured under the competitive negotiation method of procurement, via the process described in the TWC Financial Manual for Grants and Contracts (FMGC). The Board's intention is to negotiate a cost reimbursement contract with the successful bidder. The resulting contract will establish a contractor relationship that involves fiscal, administrative, monitoring and programmatic responsibilities for child care services and community resource education.

2.4 ELIGIBLE/COMPETENCY PROPOSERS

The eligible bidders/contractors may include private and public, for-profit and not-for-profit agencies, individuals, Community Based Organizations (CBO's), or other entities. All are eligible to respond to this RFP and compete for funding. Partnerships or consortiums may respond; however, collaborations submitting proposals must identify a lead entity that will be responsible for management, coordination of services, operations, financial accountability, legal obligations and all reporting requirements. This lead entity must demonstrate its capacity to set direction, achieve outcomes, leverage matching or in-kind resources and manage overall operations, including staff oversight, customer services, continuous improvement and achievement of measurables.

The prospective recipients of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidder Competency -- Bidders must have the technical competence, expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFP and meet high standards of public service and fiduciary responsibility. Bidders are responsible for being knowledgeable of regulations of the specific funding sources involved and applying them in developing the RFP response.

The Child Care and Development rules may be accessed at: <http://www.twc.state.tx.us/programs/child-care-services-program-overview>. Copies of other pertinent legislation may be found through the Texas Workforce Commission at <http://www.twc.state.tx.us>.

Resources for child care providers

Child Care providers information

<http://www.twc.state.tx.us/partners/child-care-providers-resources>

Child care licensing, regulations and programs

<http://www.twc.state.tx.us/customers/bnp/bnpsub8.html>

Texas Workforce Commission WD Letters

<http://www.twc.state.tx.us/partners/workforce-policy-guidance>

Child care transportation

<http://www.twc.state.tx.us/customers/jsemp/jsempsub9.html>

The Contractor selected will be required to assume full responsibility for all activities and services included in the contract. The WFSDallas will provide training on necessary documents and procedures to any contractor selected via this RFP. All bidders should include sufficient costs in their budgets to cover any anticipated training needs and technology requirements.

Responsible Contractor -- Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this contract and

that it has the administrative capability and competence necessary to carry out the terms and conditions of this contract exactly as specified. Additionally, the Contractor assures the Board that its performance under the terms and conditions of this contract will be in accordance with highest integrity and business ethics. If the Board determines, at its sole discretion, that the Contractor is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of this contract, it may terminate this contract.

High Risk Contractor -- The Board, in its sole discretion, may deem the Contractor a "high risk" if there is serious question or issue regarding the Contractor's administrative, financial or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: (1) has committed a sanctionable act pursuant to 40 TAC, Chapter 802, Subchapter G; or (2) has a history of unsatisfactory performance, or (3) is not financially stable, or (4) has a management system which does not meet management standards as determined by the Board and/or set forth in the UG and UGMS, or (5) has not conformed to terms and conditions of previous awards, or (6) is otherwise not responsible as determined by the Board. In such event, the Board may establish and impose upon Contractor any special conditions and/or restrictions, it deems in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the "high risk" status is removed by the Board.

2.5 GOVERNING PROVISIONS AND LIMITATIONS

- A. The main purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of the management of Child Care Services in Dallas County. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Dallas County Local Workforce Development Board, Inc. to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.
- B. The Board reserves the right to accept or reject any or all proposals received, cancel and/or reissue this RFP in part or its entirety.
- C. This is a negotiated procurement utilizing the request for proposal method, and as such, the selection and award of a contract does not have to be made to the respondent(s) submitting the lowest priced offer, but rather to the respondent(s) submitting the most responsive proposal that satisfies the Board's requirements and is determined to be in the best interest of the Board.
- D. The Board reserves the right to correct any error(s), omission(s) and/or make changes to this solicitation as it deems necessary.
- E. The Board reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the Board's local plan and impose additional requirements and refinements in the terms and conditions, scope of work, performance measures, and funding amounts during the course of any contract.
- F. All Board Directors, officers, and staff of the Board are precluded from entertaining questions concerning the proposal or this procurement process outside the confines of the Bidders' Conference. Potential bidders, bidders and contractors are asked to respect these conditions by not making personal requests for assistance. No employee, member of a Board of Directors or other governing body, or representative of a bidder who submits a proposal under this RFP may

have any contact outside of the formal review process with any employee of WFSDallas, or any member of the Board of Directors for purposes of discussing or lobbying on behalf of bidder's proposal. This contact includes written correspondence, telephone calls, personal meetings, email messages, or other kinds of personal contact. WFSDallas will reject proposals of those bidders who violate this condition.

- G. The Board reserves the right to contact any individual, agency employer, or grantees listed in a proposal, and to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from any and all bidders.
- H. The Board or its designee will conduct a review of records, systems, procedures, etc. of any entity selected for funding. This may occur prior to, or subsequent to, the award of a contract or agreement. Misrepresentation of the bidder's ability to perform as stated in the proposal(s) may result in cancellation of any contract or agreement awarded.
- I. The Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the Texas Workforce Commission or other specific funding source.
- J. **Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee of the Board, for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.**
- K. **No Board Director, officer, or employee of the Board shall participate in the selection, award or administration of a contract supported by Board funds if a conflict of interest, real or apparent, would be involved.**
- L. **Bidders shall not engage in any activity which will restrict or eliminate competition.** Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures or subcontracts.
- M. All proposals submitted must be an original work product of the bidder. The copying, paraphrasing or otherwise using of substantial portions of the work product of others and submitted hereunder as original work of the bidder is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be disqualified and rejected.
- N. The contents of a successful proposal may become a contractual obligation and be incorporated by reference if selected for award of a contract. Bidders must intend to fulfill all of the representations made in this proposal. Failure of the bidder to accept this obligation may result in cancellation of the award. **No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost.** Any damages accruing to the Board as a result of the bidder's failure to contract may be recovered from the bidder.
- O. A contract with the selected provider may be withheld, at the Board's sole discretion. If issues of contract or regulatory compliance, or questioned/disallowed costs exist, a contract may be withheld until such issues are satisfactorily resolved. Award of contract may be withdrawn if resolution is not satisfactory to the Board.

- P. Subcontracting, while not encouraged, may be appropriate where an outside subcontractor provides specialized expertise or technical resources not otherwise available to the proposing organization. However, any subcontractors must be specified in the proposal narrative, selection must be consistent with Board standards for competitive procurement, and all costs in compliance with applicable cost principles of the specific funding source. All contract provisions and federal, state, or Board standards that apply to Contractors must be followed by all subcontractors.
- Q. As applicable, the selected provider must comply with the Sarbanes Oxley Act.
- R. The selected provider must have a disaster plan in place upon execution of contract.
- S. All contractors shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 by: maintaining fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state, and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

2.6 CONTRACTOR SELECTION PROCESS

Selection of contractor shall be in accordance with the principles stated in the Board's plan and State plans, as well as other applicable laws, regulations and policy issuances from Federal, State, and Local entities. The selection and award of a contract(s) shall be made only to "responsible contractors" who have the demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial and technical resources, established management and monitoring systems; ability to meet the requirements of this RFP, the laws and regulations of specific funding sources; and the Board's plan.

- A. A consideration in selecting providers or organizations to deliver services shall be the demonstrated performance of the agency or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for demonstrated performance. Other performance with this Board will be considered in evaluation of proposals received in response to this RFP.
- B. Funds provided under this RFP **shall not be used to duplicate facilities or services available** in the area (with or without reimbursement) from the Federal, State or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area's performance goals.
- C. The proposal review process will include: evaluation, rating, and ranking of proposals by professional staff or qualified outside evaluators using the general criteria specified in Part 2.8 below. The proposal review process will also include review, approval to negotiate and selection for award of contract by the Board of Directors.
- D. The selection of all contractors shall be made on a competitive basis to the extent practicable, and shall include:

- Determination of the contractor's ability to provide services established by the Board.
 - Documentation of compliance with procurement standards established by the TWC presented in the chapter 14 of the Financial Manual for Grants and Contract (FMGC), including the reasons for selection.
- E. Award of Contracts for provider organizations shall be made only to "Responsible Contractors" who have demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial, technical resources, established management and monitoring systems and the ability to meet requirements of this RFP, the laws and regulations of the specific funding source(s), and the Board's Annual Plans.
- F. Contractors not complying with Section 504 of the Rehabilitation Act of 1973 and the Federal Drug-Free Workplace Act of 1988, and those not prepared to comply with the Americans with Disabilities Act shall not be awarded a contract.
- G. The successful contractor will be required to maintain automated and/or paper records of customer activity, financial management, property, procurement, plans, policies, procedures, internal and external evaluations, and performance for a period of three (3) years after acceptance of the Board closeout by TWC. In the event, the contract is not renewed or is terminated; the current contractor agrees to provide any and/or all of the identified records to the Board.
- H. The successful contractor agrees to use The Workforce Information System of Texas (TWIST) and WorkInTexas.com (WIT), or any subsequently developed and required State systems, to maintain all customer records required to be tracked and reported to the Texas Workforce Commission in the manner and timeframe required by the Commission.
- I. The successful contractor will be provided with a complete inventory upon execution of contract and will assume complete responsibility for updating and maintaining during the contract period.

2.7 PROPOSAL EVALUATION PROCESS

Responsive proposals submitted by the deadline will be evaluated using the objective criteria below. The Board assigns professional staff or qualified outside evaluators to read and evaluate each proposal. Parts of the scoring will be scored independently by each reader; the final scores for those parts will be the average of the independent scores of all readers. All references are validated and scores included in the evaluation process. In selecting proposals for award of contract, the Board reserves the right to depart from the strict ranking by evaluation scores, whenever it deems such departure will better serve the best interests of the Board and its constituents.

2.8 EVALUATION CRITERIA

Responsive proposals submitted by the deadline will be evaluated using the criteria below:

- **Demonstrated Performance including Organizational Capacity/Qualifications** 60
The bidder must demonstrate organizational capacity, effectiveness and competence in delivering comparable or related services in the prior three years; the relevant experience and qualifications of its personnel; the financial and technical resources available and designated for this contract; and the

bidder's administrative and fiscal accountability. The following areas will be closely reviewed: current/past programmatic and fiscal performance to include (customer levels, status of performance measures, status of corrective action plans, status of monitoring reports, expenditure levels, timely submittal of invoices and close-outs).

- **Operational Plan/Program Design** 70
The bidder must demonstrate a thorough understanding of the range of programs and services to be offered. The bidder will utilize the information described in Part 3.0, to indicate the strategies to providing quality comprehensive child care services.

- **Innovation** 20
The bidder will demonstrate proven ability to enhance services for the target population, while producing positive results. In addition, the bidder will demonstrate capability to provide services within a seamless program design that maximizes performance driven outcomes for child care services. The successful bidder should indicate a **unique and innovative program** designed to achieve superior child care services. The bidder must describe innovative tools/techniques/practices that will enhance child care services.

- **Financial Management** 30
The bidder must demonstrate efficient utilization of limited funds, appropriate allocation of costs and resources, and cost effectiveness. Points will be awarded based on a conservative level of administrative costs, an effective fiscal management system, process for recoupment of costs, contact hour costs, staffing costs appropriate to the services, and whether costs are necessary, reasonable, allocable, and allowable. Coordination of resources and the value associated with such services, and competitiveness of costs for comparable services will be evaluated. Standards of measurement for cost effectiveness and efficiency shall include, but are not be limited to, historical cost data; costs comparisons between comparable, multiple proposals; network comparisons (neighboring or comparable labor market). All costs must be explained and justified in the budget narrative. Review of cost items may include a comparison of costs among other bidders.

- **Price/Cost Analysis/Value** 20
Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. Other areas of review for this section include: the cost allocation methodology, competitive indirect costs/overhead costs, proposed schedule for incentives/profit and in-kind matching funds. All costs are significant competitive variables in this procurement.

TOTAL POSSIBLE POINTS 200

2.9 PROPOSER INQUIRY AND APPEAL PROCESS

The Dallas County Local Workforce Development Board is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process, and has established the following process for handling appeals of any procurement decisions:

- Step1. Request for Debriefing** -- Bidders not selected by this procurement process may appeal the decision by submitting, within 10 days of the receipt of Board notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement process and how their proposal or offer was received and ranked. The Board shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the

scheduled briefing. The briefing shall be scheduled, as soon as possible, and no later than 10 days from the receipt of the Request for Debriefing. (NOTE: The Board extends the courtesy of offering a briefing to any bidder who is not selected for funding; the 10 day time frame must be adhered to only if a bidder is considering an appeal.)

Step2. Debriefing -- The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful bidders understand why they were not selected. Debriefings serve an important educational function for new proposers, which hopefully, will help them to improve the quality of any future proposals. Materials provided in the debriefing include a blank copy of the proposal scoring sheet used by readers, spread sheet of rankings provided to the Board of Directors, and a summary of proposal scores. (Bidders who are selected for contract negotiations are offered similar feedback during contract negotiations.) Board staff will meet with the appealing party and review (a) the proposal evaluation process or the criteria for selection of sealed bids under RFPs or IFBs, and (b) how the appealing party's proposal or bid was scored or ranked. Bidders can gain a better understanding of the procurement process and how to improve their bids or proposals, while staff gets direct feedback to help improve future procurements.

Step3. Written Notice of Appeal -- If, after the debriefing, the appealing party wishes to continue with the appeals process they must submit to the Board a Notice of Appeal. This written notice must clearly state that it is an appeal and identify (a) the funding decision being appealed (i.e. specific date of RFP or IFB, or the Board action); (b) the name, address, phone and fax number (if available) of the appealing party(ies); and (c) the grounds of the appeal. The Board President must receive the Notice of Appeal within 15 days of the date of the appealing party's debriefing, in Step 2, above. The Notice of Appeal must be sent by registered mail or hand delivered (a receipt will be issued), clearly identified externally as "Dated Material", and addressed to:

Laurie Bouillion Larrea, President
Dallas County Local Workforce Development Board, Inc.
Ross Tower
500 N. Akard Street, Suite 3030
Dallas, Texas 75201

Facsimile or E-mail shall NOT be accepted at any stage of the appeals process. Written acknowledgment of receipt of the Notice of Appeal will be provided to the appealing party within five (5) working days of receipt of the Notice of Appeal. Such acknowledgment will include specific instructions for completing the appeals process and the date, time and place of the next step, **The Informal Hearing**.

Step4. Informal Hearing -- An **Informal Hearing** will be held at the Board offices **within 10 days of receipt of the Notice of Appeal**. The Vice President, or a designee, shall act as the Hearings Officer, and will meet with the appealing party to discuss their concerns and the specific grounds of the appeal. The Hearings Officer may recommend to the Board President any appropriate actions, allowable under applicable rules and regulations and consistent with agency procurement policies, to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

Step5. Request for Formal Hearing -- The appealing party, if not satisfied with the results of the Informal Hearing, must inform the Hearings Officer, in writing, no later than five (5) working days from the date of the Informal Hearing of the intent to proceed with the appeal. Within ten (10) days of

receipt of this written request, the Hearings Officer will respond, in writing, to inform the appealing party of the time, date, and place of Step 6, the Formal Hearing.

Step6. Formal Hearing -- The Formal Hearing shall be conducted within fifteen (15) days of the date of the Request for Formal Hearing. An independent hearing officer will conduct the Formal Hearing of the appeal. This hearing officer will consider the facts presented as grounds for the appeal and remedies requested. The hearing officer and staff or the appealing party may request additional information. After full review, the hearing officer will, at the next Board meeting, make its recommendation to the Board for final determination.

Step7. The Board Decision -- The Board will render a decision no later than 60 days from the date of the Written Notice of Appeal. The Board decision shall be the final decision and end the appeals process at the local level.

In all instances, information regarding the protest/dispute will be disclosed to TWC. TWC Financial Manual for Grants and Contracts, Chapter 14, Section 14.18, provides for limited appeals of any Board decisions:

"The Commission shall accept no protest or dispute appeal until all administrative remedies at the contractor level have been exhausted. Commission appeal review is limited to:

- ◆ Violations of federal law and regulations, and procurement standards established by federal regulations,
- ◆ Violations of State or local law shall be under the jurisdiction of State or local authorities, and
- ◆ Violations of Board's protest/dispute procedures or failure to review a protest or dispute shall be referred to such authority as may have proper jurisdiction."

PART 3.0 THE MANAGEMENT OF CHILD CARE SERVICES

The child care contractor will manage and administer the CCS program for Dallas County. Services provided to families in the community must include at a minimum:

- Affordable child care and provider choices to low-income families
- Comprehensive child care resources and information
- Opportunity for child care providers to participate in a child care referral system
- Collaboration with community partners for further enhancement of child care quality
- Training and educational opportunities to child care providers to increase quality of care and for self-enhancement purposes.

Targeted customers include income eligible families, Temporary Assistance for Needy Families (Choices) participants, DFPS children, Supplemental Nutritional Assistance Program Employment and Training (SNAP E&T) customers, Workforce Innovation and Opportunity Act (WIOA) customers, teen parents and foster children. The child care contractor is expected to provide services/child care to 10,000 children at any given time (actual target pending State assignment). The Board realizes that child care is a primary support service that parents may need in order to work or increase skills and opportunity by attending school or participating in job training.

For successful CCS implementation, the following key functions should be incorporated into the child care contractor's service and system design:

- Customer Services
- Provider Services
- Local Match Program
- Texas Rising Star Program
- Community Resources Enhancement Activities
- Monitoring/Continuous Improvement
- Child Care Attendance Automation System (CCAA)
- The Workforce Information System Of Texas (TWIST)
- Fiscal Management
- Recoupment of Costs
- Program Outcomes

3.1 CUSTOMER SERVICES

Customer services include consulting with applicants, determining and documenting eligibility of services, providing appropriate information and choices for better child care decision-making, and completing paperwork and data entry in a timely manner. Licensed child care facilities, registered day homes, and/or relative care are options to parents and the child care contractor must explain and authorize appropriate child care arrangements. The management of Dallas County's child care wait list and customer appeals are significant to customer services as well. Special services need to be addressed, such as strategies for providing eligibility determination at off-site locations, unique barriers in obtaining child care services (language, weekend care, night care, etc.) and providing inclusion services to those who qualify. The child care contractor should also have current and developing strategies to increase customer access to services in Dallas County.

3.2 PROVIDER SERVICES

Provider services include on-going recruitment and enrollment of new child care providers, renewing agreements with current providers, verifying the collection of parent fees, annual provider visits for compliance purposes, and offering necessary technical assistance and mentoring, and/or training to provider staff. Special provider services need to be addressed, such as strategies to recruit more Texas Rising Star providers, and to recruit more providers to offer care during non-traditional hours and/or when a customer has an urgent need that is not met by the current provider base. Coordination with inclusion services is significant to provider services as well.

3.3 LOCAL MATCH PROGRAM

Unmatched federal child care funds are included in the allocation of child care funds to the Board, which are the basis of the Local Match Program. To utilize these funds, the Board writes local match agreements. The contractor will be required to assist in securing local match partners. This combined funding of local match and federal dollars provides additional child care services to Dallas County, enabling more parents to work or participate in training or education. The child care contractor may work in acquiring potential contributors and ensuring local match funds are expended appropriately and in a timely manner. Determining the eligibility of children participating in the program is also a contractor responsibility. Local match funding is a critical component of CCS and will require key staff to be responsible for this program.

3.4 COMMUNITY RESOURCES ENHANCEMENT ACTIVITIES

Training and educational opportunities to child care providers to increase quality of care and for self-enhancement purposes. An annual needs and resource assessment for Dallas County may be conducted in order to develop accurate quality improvement activities. These activities must be tracked and evaluated for effectiveness, and modified when necessary. Training opportunities should be offered to child care provider staff to promote child care quality standards (*Texas Rising Star, Texas Early Education Model, and Texas School Ready! Programs*). Providing educational resources to parents as well as the public is also an important element of quality child care improvement in the community. The child care contractor will be responsible for ongoing recruiting, scheduling and tracking of all training and educational activities provided to parents and child care providers to assist with enhancing child care quality in Dallas County.

3.5 MONITORING/CONTINUOUS IMPROVMENT

The child care contractor should conduct on-going internal monitoring to ensure compliance with policies, rules and regulations. The contractor must provide a high-level oversight for all provider payments including recoupment of any improper payment and identification of fraud and abuse. Quality customer service, high levels of performance and personal accountability are main focal points of this area; and standards should be in place and adjusted as necessary in order to achieve these tasks. All results, satisfactory and unsatisfactory, need to be analyzed and addressed appropriately and in a timely manner. With the information collected, proper staff development and training activities need to be assembled to further support quality child care improvement for Dallas County. Improvement techniques and practices should continuously occur and be developed in order to attain high levels of efficiency and effectiveness throughout all areas of the CCS program, as well as the organization.

3.6 CHILD CARE ATTENDANCE AUTOMATION SYSTEM (CCAA)

The Child Care Attendance Automation (CCAA) system was developed by the TWC to implement new child care attendance and reporting procedures. Using the "swipe card" system approach, the CCAA is designed to accomplish three objectives:

- Give parents the responsibility for reporting child care attendance
- Ease the burden of child care claims on child care providers and child care contractor staff
- Provide tracking and independent verification that a child attended the child care facility

The use of the CCAA system by Child Care Providers is mandatory. The CCS contractor will have management responsibility for the CCAA system. An advanced knowledge of automation systems, techniques for assuring data integrity and the ability to produce special and ad-hoc reports are critical to successful CCS operations.

3.7 THE WORKFORCE INFORMATION SYSTEM OF TEXAS (TWIST)

The successful bidder must be familiar with proper utilization of The Workforce Information System of Texas (TWIST) for management of both child care services and fiscal responsibilities. Knowledge of functionalities of child care services and fiscal management responsibilities in TWIST and experienced personnel is critical to successful operations. The TWIST is provided for use by the Board and it is maintained by the Texas Workforce Commission.

3.8 CHILD CARE SERVICES PROGRAM OUTCOMES

In order to provide successful child care services, a comprehensive accountability system must be in place to determine contractor's effectiveness in providing services. Contractors will be required to meet the Board's performance outcomes and process measures outlined below:

- Current performance target established by the Texas Workforce Commission: **9,915** average number of children served per day
- Report monthly performance on the contract performance measure and target each month by the 10th of the following month

The average number of children served per day is defined as the average number per day of full-time and part-time child care paid from the contractor's funds allocated to the area. The numerator is the total number of days; full and part days of child care enrollment provided during the reporting period. Enrollments may be full day or part day, but both count as one (1) enrollment day. The denominator is the number of child care days occurring during the reporting period and includes any weekday and holidays that fall on a weekday.

Meeting Performance Criteria

The contractor will be considered as "meeting" its "Average number of children served per day" performance target when actual year to date performance is measured to be 95% to 105% of the combined Child Care Formula and Child Care Match grant award targets, established during the program year in which the funding was originally allocated. An exception to these established criteria is as follows: the contractor may perform beyond 105% of the combined target only when the allocation is sufficient to afford over-performance.

3.9 RESOURCES

1. **Staffing** -- Currently there are approximately 81 CCS (PT/FT) staff employed with the current contractor, 54 in the operations/call-center office and 27 co-located in the workforce solutions offices. Although, the Board encourages any organization awarded funds through this RFP to give first consideration in employment to current CCS employees who may be displaced as a result of this procurement, bidders should make an independent analysis and projection for necessary staffing. The scope of staffing must include a full-time project manager and chief financial officer or controller, transition planning and the consideration of qualified available child care professionals currently employed by the system.

After award of a contract and in the event functional revisions become necessary due to mandated legislative changes or other actions, the Board may negotiate changes to staffing levels within the contract. Action chosen for changes in staffing are the separate responsibility of the contractor, including any litigation arising from these actions.

2. **Equipment and Materials** -- The contractor will assume this responsibility and invoice the Board monthly on a cost reimbursement basis for consumable supplies. Additional equipment and materials is a negotiation item and must be procured using TWC guidelines.
3. **Budget** -- As currently structured, annual expenses for management and operations of Child Care Services is approximately \$51,170,745. Budgets for the purpose of this procurement must include

as applicable and not limited to, salaries, benefits, travel, training, consumable office supplies, insurance and bonding, audit services, professional services, and profit or performance incentives.

The cost of facilities, including administrative offices, parking, utilities, phones, postage, maintenance and repair, technology, advertising are NOT to be included in the line item budget unless proposed in addition to existing services provided by the Board, which is only for the cost of the management services solicited by this RFP. See Budget Instructions in Part 4.6, below.

While the Board anticipates a cost reimbursement contract as stated in Part 2.3 (A. Contract Type), in the event the successful bidder requires cash advances to perform services, the contractor must comply with TWC Financial Manual for Grants and Contracts requirements for cash on hand, collateralization and liquidation of advances.

PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION

4.1 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Proposals must be typed, single spaced, 12 font, one sided only, one column, and submitted on 8 1/2 x 11 inch paper in accordance with the instructions in Part 3 of this request. **Fancy or bulky binding, colored displays and promotional material are discouraged.** Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner. Total Narrative optimal page limit is 20 pages, excluding attachments, budget, and other required forms. The RFP with Attachments will be available on our website: www.wfsdallas.com

NUMBER OF COPIES - One (1) complete original with original signatures and six (6) exact copies must be submitted as required. The original includes all Items listed in Section 4.2. "Response Checklist" (see below), including Attachments. Copies include all materials which will be used by readers in rating the proposal. Items listed under attachments with original signatures are required only with the original copy of the proposal. All documents submitted must be legible, complete and fully assembled. Any proprietary material should be clearly marked as "Confidential". Any proposal lacking sufficient copies to distribute to each reader may be ruled unresponsive, and may not be considered in this procurement. **In addition to the original and six (6) copies, we request each bidder include an electronic copy of the Narrative and Budgets on a USB flash drive. Please note that the available budgets are compiled using Microsoft Excel. Inability to provide electronic copy will not invalidate your bid but may hinder the Board's ability for speedy review.**

PROPOSAL LABELING AND SUBMISSION - Proposals must be addressed, externally labeled, and submitted according to the instructions regarding the response deadline in Part 2.1 of this RFP. **No faxed or emailed proposals will be accepted. Regulations do not permit evaluation or consideration of proposals which are submitted after the RFP deadline.** Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline. Any proposals or amendments delivered/received or post marked after the deadline will not be considered, but will be deemed late and non-responsive to this RFP and procurement process. Late proposals or amendments will be returned without review.

PROPOSAL COVER SHEET -- All items on the Proposal Cover Sheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority--a person with the legal authority to

negotiate and sign a contract on behalf of the proposing organization. (This is also the person who must sign the various certification forms.)

EXECUTIVE SUMMARY – The Executive Summary provides a summary of proposed activities, collaborating partners, budget proposed and outcomes planned. Please complete it carefully. **Funds requested must be consistent on all forms submitted.**

4.2 RESPONSE CHECKLIST AND ORDER OF SUBMISSION

The proposal must be submitted in order as Attachments:

- A. Proposal Cover Sheet
- B. Executive Summary
- C. Proposal Narrative (Statement of Work)
- D. Cost Reimbursement Budget
- E. Salary Allocation Plan
- F. Budget Back-Up
- G. Administrative Management Survey
- H. Fiscal Management Systems Survey
- I. Certification of Bidder
- J. Certificate Regarding Debarment
- K. Certificate Regarding Drug-Free Workplace
- L. Certificate Regarding Lobbying
- M. Certificate Regarding Conflict of Interest

Submit the following items as additional attachments in the bidder's response.

- N. Proof of Incorporation or Agency Status
- O. Current list of Board of Directors and/or principals/chief officers; include name, position or title, business address, and daytime phone of each individual listed.
- P. List of References, including liaison or contracting officer of any listed contract or funding source.
- Q. Proof of bonding (if applicable) and Certificates of Insurance/Insurance Binders.
- R. Organizational chart

- S. Job Descriptions and Resumes
- T. Coordination Agreements

4.3 INSTRUCTIONS FOR THE PROPOSAL NARRATIVE (STATEMENT OF WORK)

A proposal should provide a complete description of the proposed management of child care services in **narrative form**, according to the following instructions. Include the technical data that demonstrates that the bidder's plan and capabilities will meet the RFP requirements. Total Narrative optimal page limit is 20 pages, excluding attachments, budget, and other required forms.

A. DEMONSTRATED EFFECTIVENESS INCLUDING ORGANIZATIONAL CAPACITY/ QUALIFICATIONS

The bidder must demonstrate organizational capacity, effectiveness, and competence in delivering comparable or related services in the prior three years; the relevant experience and qualifications of its personnel; the financial and technical resources available and designated for this contract; and the proposer's administrative and fiscal accountability.

1. List all childcare services provided by the bidder during the last three years prior to this RFP. Non-related activities and services that illustrate a bidder's ability to successfully implement the program should also be included. For each contract or project provide the following information, as applicable;
 - Summary of contract to include name and contact information (including phone number) of a reference that will have knowledge of the contract/project results.
 - Project budget and percent of budget expended.
 - Planned versus actual performance outcomes.
 - If performance stated above was less than contracted outcomes, explain the circumstances and the changes implemented and/or planned to improve performance.
 - Any other verifiable data that may reflect the bidder's demonstrated performance.
2. Provide a brief history of the bidder and how the bidder's mission, philosophy and vision relate to providing services proposed.
3. Provide a summary of all EEO related complaints including a resolution for each complaint or on any that are pending resolution.
4. Describe any proposed program facility (ies), in addition to existing workforce solutions offices, in terms of space available, its location (including ZIP codes) and how readily accessible it is to public transportation route.
5. Describe self-monitoring systems in place to ensure the program is operating efficiently and cost-effectively, while complying with Federal, State and local employment laws, rules and regulations.
6. Clearly identify methods to evaluate staff performance and accountability that will result in positive outcomes.
7. The Texas Workforce Commission requires that all data be managed through the State sponsored system, The Workforce Information System of Texas (TWIST). Explain the process for data management and ensuring data integrity.
8. Describe additional resources that will assist in effectively operating and managing a comprehensive child care services program.

B. OPERATIONAL PLAN/PROGRAM DESIGN

The bidder must demonstrate a thorough understanding of CCS offered to Dallas County customers. Utilizing the information described in Part 3, indicate how the organization would manage and operate CCS to Dallas County customers. Provide a separate response for each targeted component.

Customer Services

1. Describe vision of successful Customer Services, including a complete description of all Customer Services functions, coordination with other departments, portable services, and number of staff to be assigned to this unit.
2. Describe outreach strategies to potential customers to expand child care services in Dallas County, including an assessment of current and future customer needs and details of types of customers served. Explain organization's preparations to adapt to and address any future changes in customer needs.
3. Describe procedures for eligibility determination and recertification, referral and enrollment.
4. Identify how the bidder will ensure that parents are educated and allowed to choose quality child care based on provider information.
5. Describe methods for managing the child care wait list and customer appeals.
6. Describe the process and sources for benchmarking key customer service results and explain how the benchmarking process is integrated with CCS management and performance.

Provider Services

1. Describe vision of successful Provider Services, including a complete description of all Provider Services functions, coordination with other departments, portable services, and number of staff to be assigned to this unit.
2. Describe outreach strategies to potential Texas Rising Star child care providers to expand quality child care services in Dallas County, including an assessment of current and future provider needs and details of types of providers served. Explain organization's preparations to adapt to and address any future changes in provider needs.
3. Describe New Provider Orientation for all child care provider types.
4. Describe the process for assessing and verifying the collection of parent fees.
5. Describe how child care providers will be assessed to determine if mentoring is needed. Explain how Mentors will be assigned to child care providers.
6. Describe the process for determining unique and varied training needs of child care providers in Dallas County.

Local Match Program

1. Describe vision of a successful local match program in Dallas County, including a description of program functions, coordination with other departments, portable services, and number of staff assigned to this unit.
2. Describe local match program orientation. Include any planned innovations such as: virtual orientation, video, offsite, or others.

Quality Enhancement Activities

1. Describe methods to enhance the quality of child care in Dallas County, including descriptions of planned activities and coordination with the community.
2. Describe innovative needs and resource assessment process for the community and how assessment results will be used to further support the vision of enhancing the quality of child care for Dallas County.
3. Describe training opportunities to promote Texas Rising Star and/or national accreditation. Describe follow-up activities upon completion.
4. Describe method for developing pertinent quality enhancement educational materials and strategy for distribution to the public.
5. Describe system for evaluating quality enhancement activities for program effectiveness; including strategies to adapt and address any future changes in quality programming.
6. Describe how recruitment, scheduling and tracking of quality activities will be provided and maintained.

Monitoring/Continuous Improvement

1. Describe vision of successful monitoring and continuous improvement, including a description of all monitoring/continuous improvement functions, all tools and assessments to be used to reach intended results, coordination with other departments and how many staff will be assigned to this unit.
2. Describe internal monitoring techniques and practices applied to ensure compliance with policies, rules and regulations and to ensure data integrity. Include a discussion on setting standards and how unsatisfactory results will be analyzed and addressed.
3. Describe high-level oversight for all provider payments including recoupment of any improper payment and identification of fraud and abuse.
4. Describe plans to continuously improve internal staff proficiency and skillfulness for better efficiency of the bidder as a whole.
5. Describe plan to create a work environment that promotes quality customer service, high levels of performance and accountability.
6. Describe continuous improvement techniques and practices that will be applied to achieve high levels of customer satisfaction for child care seekers and providers and overall enhanced organizational performance. Describe plans to continuously improve internal staff proficiency.

Child Care Attendance Automation (CCAA)

1. Describe experience and knowledge of working in a highly automated environment. Include types of computer hardware/software used, experience in using CCAA for customers, and proficiency in producing ad-hoc or special reports.
2. Describe strategies to ensure consistent use of CCAA and methods to resolve non-compliance issues as they arise.

The Workforce Information System of Texas (TWIST)

1. Describe knowledge and experience with customer information required in the Workforce Information System of Texas (TWIST).
2. Describe how to utilize TWIST to provide direct care billing support.
3. Describe self-monitoring methods to ensure consistency of data integrity in TWIST.

C. INNOVATION

*The bidder will demonstrate proven ability to enhance services for the target population, while producing positive results. In addition, the bidder will demonstrate capability to provide a seamless program design that maximizes performance driven outcomes for child care services. The successful bidder should indicate a **unique and innovative program** designed to achieve superior child care services. The bidder must describe innovative tools/techniques/practices that will enhance child care services.*

1. Describe how the bidder would reinvent current service delivery to provide updated information on performance, management, leadership, philosophy, methods and systems.
2. Describe process for a seamless transition to ensure that customer services and financial services are not impacted.
3. Describe innovative approaches planned to accomplish recognition, access, improved quality and/or performance excellence for child care services.

D. FINANCIAL MANAGEMENT

The bidder must demonstrate efficient utilization of limited funds, appropriate allocation of costs and resources, and cost effectiveness. Points will be awarded based on a conservative level of administrative costs, an effective fiscal management system, contact hour costs, staffing costs appropriate to the services, and whether costs are necessary, reasonable, allocable, and allowable. Coordination of resources and the value associated with such services, and competitiveness of costs for comparable services will be evaluated.

1. Describe the bidder's fiscal management system, fiscal organizational structures, cash management system, financial capacity and knowledge in accordance with GAAP.
2. Provide bidder's current sources of funding and the percent of the total each source represents.
3. Describe payroll, leave, and travel policies, and how related documentation and files are maintained. All allowable travel expenditures will be reimbursed based on State law (e.g., mileage, per diem, etc.) or the applicable funding source.
4. Describe the bidder's internal fiscal monitoring systems and techniques used to measure budgeted vs. actual costs.
5. Describe child care fiscal management responsibilities required in TWIST.
6. Describe the bidder's procedures for processing provider payments including timeliness.
7. Describe how any disallowed costs will be re-paid consistent with **Texas Administrative Code, Title 40, Part 20, Chapter 802**.
8. Provide a summary of audits for the last three years. Actual audit reports will be requested as part of the pre-award surveys. Identify any legal judgments, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers or principals.
9. Nonprofit organizations must submit a copy of their most recent IRS Form 990.
10. Describe the proposer's procurement process to ensure cost reasonableness is determined for all purposes.
11. Provide any additional information that would demonstrate the proposer's financial and organizational stability.

E. PRICE/COST ANALYSIS/VALUE

1. Describe how the bidder will meet the requirement for having sufficient financial resources to cover a 4-6 week period before being reimbursed.
2. Indirect costs will be competitive. If indirect costs are requested in this proposal, please provide a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate.

3. Profit/Incentive will be competitive. Provide a detailed schedule for any proposed incentives/profit. All incentives/profits are subject to negotiation.
4. Describe any in-kind or matching funds contributed to this project.

4.4 INSTRUCTIONS FOR COMPLETING BUDGET FORMS

Budget forms include:

Proposed ANNUAL Cost-Reimbursement Budget
Salary Allocation Plan
Budget Back-Up

Complete all these forms as requested. **All costs must be necessary, reasonable and allowable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget Circulars, and/or the Uniform Grant Management Standards, as applicable.** Please refer to the **TWC Financial Manual for Grants and Contracts** for detailed information. All costs listed on the line item Proposed Annual Cost Reimbursement Budget MUST be explained in detail on the Budget Back-up. If successful, the Proposed ANNUAL Cost-Reimbursement Budget will serve as a basis for contract negotiation. The proposed budget should include only the cost of those management and operations activities requested in this proposal. Once final contracts are awarded, the Board will be responsible for designating costs categories and the allocation of funding streams.

Proposed ANNUAL Cost Reimbursement Budget Form, Attachment D, should be completed and submitted with each proposal. The budget submitted should represent a **ONE-YEAR projection of expenses**. All costs should be indicated using the budget forms for the following services: management and operations of all direct service costs and management of the local match process.

Section A - Personnel Costs - include salaries, fringe benefits, and other costs of all regular staff positions as described in the proposal narrative. Item A.1. must match the total of the column labeled "Paid by These Board Funds" in the Salary Allocation Plan. Line items for any necessary travel, per diem, costs of training staff, and other personnel costs are provided. (Section A does not include professional personnel who provide independent services on a contractual basis such as auditors; costs of such contractual services should be listed in Section E, below. Section A should include the costs of any temporary staff planned; however, please note temporary staff MUST be properly procured. See Part 2.5 subcontracting requirements.

- **Salaries** – include wages/salaries for all project personnel, consistent with the proposal narrative. This line item should match the total costs shown in the Salary Allocation Plan (Attachment E).
- **Fringe Benefits** – the cost of all fringe benefits (medical insurances, FICA, U.I., Worker's Comp, retirement, etc.) associated with all project personnel.
- **Staff Travel** – all travel costs such as mileage reimbursement, per diem, lodging, transportation, etc. Travel costs must comply with state travel reimbursement rates.
- **Staff Training & Development** – costs associated with conference registration fees, workshop or seminar fees, and reimbursable employee training and education costs (i.e., tuition/fees as allowed by personnel policies).
- **Other** – any other personnel costs not already included in any of the above line items such as temporary staff. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

Section B – Non-Personnel Costs – including supplies, postage, printing, phones, and membership dues, subscription, communication, etc. Such expense, and the necessity, must be fully explained in the budget back-up.

- **Supplies/Materials** – cost of all consumable office supplies and materials used by project staff.
- **Printing** – costs associated with any outside printing, binding, or reproduction of materials.
- **Postage/Freight** – costs of postage, shipping, and courier services.
- **Publications/Subscriptions** – costs associated with journals, newspapers, magazines, etc. and costs associated with publications for advertisement of job vacancies, procurements, legal or public notices, etc. Do NOT include advertising costs related to customer outreach/recruitment.
- **Membership Fees & Dues** – fees and dues associated with membership in professional organization. **The cost of membership in an organization substantially engaged in lobbying is unallowable.**
- **Communications** – cost of cell phones, pagers and other personal communication devices. Phone and data systems are provided for all workforce solutions offices by WFSDallas.
- **Other** - any other non-personnel costs not already included in the above line items. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

Section C – Insurance – All contractors must provide a fidelity bond that is sufficient to cover the largest cumulative amount of all cash requests submitted on any given day or the cumulative amount of funds on hand at any given point. The difference must be secured through bonds, insurance, escrow accounts, cash on deposit, or other methods to secure funds consistent with Texas Administrative Code, Title 40 Part 20, Rule § 802.21 and comply with the requirements of the TWC Financial Manual for Grants and Contracts, Chapter 3, Section 3.2.

Public agents must prove comparable insurance coverage for all categories. Insurance binders or certificates are requested in the attachments. If all the listed insurance is not currently in place please include a statement of commitment to obtain such insurance in case the Board awards your agency a contract.

For purposes of the line item, list insurance coverage required by WIOA regulations should the proposal result in a contract with the Board. This includes General Liability (bodily injury) in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 aggregate, and Fidelity Bonding for all bidders' staff who handles the Board funds. The fidelity bond must cover the largest cumulative amount of all cash requests submitted on any given day or the cumulative amount of funds on hand at any given point. If an automobile or other vehicle is used in connection with contracted activities for transportation of Contractor employees, auto coverage is also required. The Board will not reimburse costs for errors and omissions insurance coverage, but it is required. The Board recommends that selected contractors maintain directors and officers insurance.

Note on Insurance Requirements -- Selected Contractors shall indemnify, save and hold the Board harmless from any claims or losses or damages to property and/or the resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses, or damages are caused in whole or in part by any actions or omission of the Contractor, its employees, officers, or its subcontractors. Contractors will obtain and continue in force, during the term of the Contract, all insurance specified. Before starting work, the Contractor will be required to submit certificates of insurance. The Board and its Board of Directors shall be named as an additional insured and shall be granted a waiver of subrogation and approval over exclusions. This solicitation does not obligate the Board

for any cost incurred prior to start date of the Contract. The Board will not reimburse any bidder for costs other than those specified in a signed contract.

Motor Vehicle – If the contractor or their employees use motor vehicles in conducting business under a contract resulting from this RFP, liability insurance coverage covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide a minimum coverage of: \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection; and a maximum deductible of \$500.00.

Section D – Space, Facilities and Equipment – includes costs for office space, utilities, equipment and furniture, etc. to manage child care services. Only that equipment and furniture necessary for project functions listed in this proposal that go beyond the usual course of business should be listed here.

Section E – Other Costs - includes other contractual professional services. An A-133 compliance audit is required if contractor is awarded a Dallas County Local Workforce Development Board contract that receives more than \$750,000 in federal funds.

Section F – Indirect Costs/Management Costs – Indirect Rate is an allowable line item only if the bidder is an entity with an approved indirect cost plan. Management fee is an allowable line item only if the bidder cannot itemize costs and is proposing a management fee. Bidder may not charge BOTH indirect and a management fee. If indirect costs are requested in this proposal, a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate is required. Indirect cost plans are only approved for entities that currently have grants/contracts with the government.

Section G- Profit/Incentive Costs – Profit is an allowable line item only if the bidder is a for-profit entity. All profit/incentives are negotiable. Incentives are an allowable line item if the bidder is a non-profit entity.

Section H – Matching – In Kind Provided - Use to report any In-Kind provided. Cost of items used in the operation of Child Care Services, but not charged to Board, should be noted as "in-kind". Similarly, staff time devoted to the proposed project, but paid by others should be listed as "in-kind" or "Paid by Others" in the Staff Allocation Plan. Such "In-kind" contributions and their costs should also be reported in the narrative. If any cost item in the proposed budget is to be provided by bidder from other sources, and not paid for by the Board, listing that item as "In Kind" will assure the Board that an important cost item has not been overlooked.

Salary Allocation Plan - (Attachment E) provides sufficient back-up data for Line Item A.1, "Salaries", in conjunction with the Narrative; however, the narrative must contain adequate job descriptions to enable the Board to determine that the staff expenses are reasonable and necessary. If staff is salaried, and not paid on an hourly basis, simply divide the annual salary by 2080 hours (or the annual work hours specified in bidder's personnel policies) to convert salaries into an hourly rate. Fringe benefits should be itemized and the cost of each listed (as percent of total salary or a fixed amount) to indicate how the total in Item A.2. is computed.

Budget Back-Up (Attachment F) is used to explain the purpose of each line item in the Proposed ANNUAL Cost Reimbursement Budget and should provide a breakout showing how the exact amount of each cost item and how it was computed. Such "back-up" information is necessary for the Board to determine if budgeted costs meet its standards of "reasonable, necessary, allowable, and allocable". For each item, explain the reason or purpose of the expense, as it relates to the proposed activities, and explain how the exact amount of that cost was calculated. For example, if costs of Staff Travel/Per Diem are included, an

explanation should include the staff positions involved, the purpose of the travel, and the method of computing the expense.

PART 5.0 ASSURANCES AND CERTIFICATIONS

This Part of the RFP is a sample of the Board Contract Boilerplate; this, or similar language will be used in all Contracts awarded under this procurement. All responses to this RFP must include the statement of concurrence (Certification of Bidder), which states that the Bidder has read this section of the RFP and is prepared to sign a contract, should the proposal be selected for funding, which includes these assurances and certifications:

SECTION 1. Compliance with Law/Order of Precedence

In rendering performances hereunder, the Contractor shall comply with the requirements of any laws and regulations of any specific source(s) for the Contract, including, but not limited to, the Workforce Innovation and Opportunity Act (WIOA); Texas Workforce Commission (TWC) rules and regulations; the Child Care and Development Fund; any revisions/amendments to these rules and regulations; and Board Plans. Such compliance shall be accomplished in such a manner so as to prevent or to correct any breach of the Board's Contract with the State of Texas to operate workforce development programs and services under the Act. In any event, the above laws and regulations shall supersede any conflicting or contradicting provisions of this Contract.

SECTION 2. Child Labor Laws

Contractor shall comply with all applicable Child Labor Laws of the United States and the State of Texas.

SECTION 3. Health and Safety Standards at Contractor Facility

Contractor shall ensure compliance with applicable health and safety standards established under State and federal law, including the Occupational Safety and Health Act of 1970, or with any applicable regulations regarding working conditions of employees of Contractor and of customers receiving direct services from the Contractor. Contractor shall provide written notification to the Board of any incident of on-site injury or medical assistance to the Contractor staff or customer, within the same day but no later twenty-four (24) hours of occurrence of such incident.

SECTION 4. Grievances and Complaints

Contractor shall adopt and maintain a complaint procedure according to the Board. In this regard, the Contractor shall notify the Board in writing upon receipt of any such grievances or complaints filed and cooperate with the U.S. Department of Labor and TWC in the resolution of any conflict, which may occur from the activities funded under this Contract.

SECTION 5. Equal Opportunity Compliance and Assurance

- A. Contractor assures and guarantees that it will comply fully with the nondiscrimination and equal opportunity provisions as follows:
- Title VI and VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000f et seq., as amended;
 - The Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;

- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
 - The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
 - The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended;
 - The Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq., as amended; and
 - Applicable provisions of the Clean Air Act and the Federal Water Pollutions Control Act, as amended.
- B. Contractor covenants to make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.
- C. Contractor assures that it will not deny services under any grant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his/her participation in any Workforce Innovation and Opportunity Act financially assisted program and/or activity, as defined in Section 188 of WIOA.
- D. Contractor assures that it will take appropriate steps that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- E. Contractor assures that it will make reasonable effort to meet the state goals on subcontracts and supplier contracts for the performance of activities required by Board contract to historically underutilized businesses (HUBs) certified by the State of Texas, as defined in 34 Texas Administrative Code, Part I, Chapter 20, Subchapter B, including any certified women or minority owned business or enterprise.

SECTION 6. Political Activities; Lobbying Prohibited

A. Political Activities Prohibited

Contractor shall not permit any program funds provided under this Contract to be in any way or to any extent utilized in the conduct of political activities in contravention of Chapter 15 or Chapter 73 of Title 5, United States Code. Prohibited activities under this section include, but are not necessarily limited to the assignment of any customer by Contractor to work for or on behalf of a partisan political activity; or to participate in other partisan political activities such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

B. Political Restrictions on Customers

Customers are not precluded from taking an active part in a political campaign outside of training hours, provided they do not identify themselves as spokesmen for any program funded under this Contract.

C. Political Restrictions on Employees

Contractor shall prevent persons whose principal employment is involved with an activity funded in whole or in part by the Board Disbursements, during working hours paid by this Contract, from:

1. Being a candidate for public office;
2. Aiding the election or defeat of a candidate for public office;
3. Publicizing, lobbying, or propagandizing the support or opposition to legislation pending before a government body;
4. Impeding any person's right to vote, sign petitions, or speak or write on political subjects unrelated to specific political or legislative campaigns;
5. Soliciting funds or contributions for political purposes; or
6. Coercing, or attempting to coerce, persons in matters relating to any of the foregoing; or
7. Engaging in any political activity at any time as a representative of the Board, and/or its contractors, TWC, or other Federal or State funding source(s).

The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.

D. Restrictions on Lobbying

No funds provided under this Contract may be used 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 or local legislators. Contractor will comply with the requirements of **Restrictions on Lobbying: Certification and Disclosure Requirements** imposed by 29 CFR 93, dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 116, dated June 15, 1990.

SECTION 7. Non-Labor Involvement

A. Union Activities

1. No funds under the Act shall be used in any way to assist, promote, oppose or deter union organizing.
2. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
3. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State law.
4. An opportunity to comment on proposed training will be afforded to any labor organization representative as outlined in Section 181(b) of WIOA.

B. Labor Disputes Involving Work Stoppage

1. No customer may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, customers in affected positions must: (1) be relocated to positions not affected by the dispute, (2) be suspended through administrative leave, and (3) where customers belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. Contractor shall make every effort to relocate customers who wish to remain working, into suitable positions unaffected by the work stoppage.
2. No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of customers in on-the-job training during the periods of work stoppage.

SECTION 8. Sectarian Involvement Prohibited

- A. Contractor shall ensure that no funds under this Contract are used, either directly or indirectly in the support of any religious activity, worship, or instruction.
- B. No customer shall be engaged in the construction, operation or maintenance of that part of any facility, which is used or will be used for religious instruction or as a place of religious worship.
- C. Places of religious worship such as a church or a chapel shall not be used as worksites for customers.

SECTION 9. Prevention of Fraud and Abuse

- A. Contractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for the proper and effective management of all activities funded under this Contract.
- B. Failure on the part of Contractor or a subcontractor of Contractor to comply with provisions of this Contract, or with applicable federal or state laws or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds and/or termination of this Contract.
- C. Contractor shall ensure diligence in managing programs under this Contract including the carrying out of appropriate monitoring activities and in taking immediate corrective action against known violations of any applicable laws and regulations.
- D. Contractor assures that it will perform the contracted activities in conformance with safeguards against fraud and abuse as set forth by the Board, the State of Texas, U. S. Department of Labor, any applicable laws and regulations. Contractor agrees to notify the Board of suspected fraud, abuse, or other criminal activity through filing a written incident report within twenty-four (24) hours of knowledge thereof. Theft or willful damage to property on loan to the Contractor shall be reported to local law enforcement agencies within two (2) hours of discovery of any such act.

- E. Contractor agrees to cooperate fully with the Board, local law enforcement agencies, the State of Texas, U.S. Office of the Inspector General, the Federal Bureau of Investigation, and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

SECTION 10. Confidentiality of Records

Contractor shall maintain the confidentiality of any information, regarding program customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by the Board for purposes related to the performance or evaluation of the Contract may be divulged to the Board or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, to parties authorized by any specific funding sources under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Board. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this section.

SECTION 11. Nepotism

Contractor will comply with Texas Civil Statutes, Article 5996a, if applicable, by ensuring that no officer, employee, or member of the Contractor's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

SECTION 12. Conflict of Interests

- A. Standards of Conduct for Public and Non-Profit Contractors -- By signature of this Contract, Contractor hereby covenants and affirms that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration:
 - 1. General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditures of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. No member of the Board shall cast a vote on the provision of services by that member (or any organization which that member represents, or their affiliate) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.
 - 2. Conducting Business Involving Relatives - No relative by blood, adoption, or marriage or any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. Contractor

shall also avoid entering into any Contracts for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain approval from the Board before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

3. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
4. Avoidance of Conflict of Economic Interest - An executive, officer, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Contract funds will be used solely for purposes allowed under the Contract.
5. No officer, manager, or paid consultant of Contractor is, or is married to, a Director of the Board or a manager of the Board.
6. No Director of the Board or manager of the Board directly owns, controls, or has any interest in Contractor.
7. No Director of the Board or employee of the Board receives compensation from Contractor for lobbying activities as defined in Chapter 305 of the Texas Government code.
8. Contractor has disclosed on the face of this contract any interest, fact or circumstance, which does or may present a potential conflict of interest.
9. Should Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to this Contract and shall immediately refund to the Board any fees or expenses that may have been paid under this Contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to this Contract.
10. Contractor shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802.

B. Standards of Conduct for Private-for-Profit Contractors

For-Profit Contractors shall submit to the Board their Standards of Conduct addressing each of the areas specified herein above. These Standards shall be submitted upon execution of this Contract, unless previously submitted, and shall be subject to Board approval.

SECTION 13. Notices/Communication

- A. Any notice, request or demand required or permitted to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Contractor.
- B. Mailed notices shall be addressed to the parties at the addresses indicated in the Contract, but each party may change its address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

SECTION 14. Charging of Fees

Contractor shall not:

- A. Charge a fee to an individual for the placement or referral of such individual in or to a program funded by the Board under this Contract or to employment; or
- B. Use Board Disbursements for the payment of a fee charged to an individual for the placement or referral of that individual in or to a program funded by the Board or to employment.

SECTION 15. Program Participation

- A. Contractor agrees that participation in programs and activities financially assisted under the terms of this Contract shall be open to established residents who are citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- B. Contractor agrees that services provided under this Contract are to be provided to eligible persons as defined by Federal and State Rules and Regulations, the TWC, and other funding source(s) for this Contract and the Board plans for workforce services to customers.

SECTION 16. Use of Funds/Maintenance of Effort

- A. Contractor assures and guarantees that it shall not operate a program in such a manner that it would result in total or partial displacement of employed workers by customers employed under the Act, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.
- B. Contractor assures and guarantees that it shall not operate a program in such a manner as to impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such a collective bargaining agreement, or either such party fails to respond to written notification requesting its concurrence with thirty (30) days of receipt thereof.
- C. Contractor assures and guarantees that it shall not place or retain a customer in a position (1) when any person is on layoff from the same or any substantially equivalent job, or (2) when the

employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a customer whose wages are subsidized under the Act and or other applicable laws and regulations. Furthermore, no jobs shall be created for customers in a promotional line that shall infringe in any way upon the promotional opportunities of currently employed individuals.

- D. Contractor agrees that the Board funds under this Contract are to be used only for activities which are in addition to those which would otherwise be available in the service area in the absence of such funds.

SECTION 17. Responsible Contractor

- A. Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this Contract exactly as specified. Additionally the Contractor assures the Board that its performance under the terms and conditions of this Contract will be in accordance with highest integrity and business ethics. If the Board determines at its sole discretion that the Contractor is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of this Contract, it shall terminate this Contract.
- B. The Board, in its sole discretion, may deem the Contractor a "high risk" if there is serious question or issue regarding the Contractor's administrative, financial or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: (1) has committed a sanctionable act pursuant to 40 TAC, Chapter 802, Subchapter G; or (2) has a history of unsatisfactory performance, or (3) is not financially stable, or (4) has a management system which does not meet management standards as determined by the Board and/or set forth in the UG and UGMS, or (5) has not conformed to terms and conditions of previous awards, or (6) is otherwise not responsible as determined by the Board. In such event, the Board may establish and impose upon Contractor any special conditions and/or restrictions, it deems in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the "high risk" status is removed by the Board.

SECTION 18. Minimum Wages for Customers

- A. In all instances when wages are paid to a customer enrolled in programs funded under this Contract, and in all instances when a job-ready customer is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the customer is compensated at a rate, including periodic increases, which is no less than the highest of the following standards:
 - 1. The minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended; or
 - 2. The state or local minimum wage for the most nearly comparable covered employment; or

3. The prevailing rates of pay for persons employed in similar occupations and skill level by the same employer; or
 4. The minimum entrance rate for inexperienced workers in the same occupation in the establishment; or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or any minimum rate required by an applicable collective bargaining agreement.
- B. Contractor shall not place a customer in training, or in subsidized employment, for an occupation or skill for which practitioners of that occupation or skill normally are compensated at a rate less than the minimum wage specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

SECTION 19. Federal/State Obligations

It is expressly understood and agreed that neither the U.S. DOL, nor the TWC, are parties to this Contract and no legal liability shall attach to the part of the U.S. DOL or the TWC by the expressed/implied terms and conditions of this Contract.

SECTION 20. Accessibility of Records

- A. Contractor shall give the U. S. DOL, Comptroller General, General Accounting Office, Auditor of the State of Texas, the TWC, or the Board, through their authorized representative, the access to and the right to examine all records, books, papers or documents requested.
- B. Contractor agrees to cooperate with any monitoring inspection, audit, or investigation of activities related to this Contract as may be conducted by the Board, the TWC, the State, the U.S. DOL, Comptroller General of the United States, or their duly authorized representative. Contractor agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested.
- C. Such access shall be granted during regular office hours of the Contractor with or without previous announcement and shall include Contractor provision of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

SECTION 21. Drug-Free Workplace Rule

Contractor assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991, as follows:

- A. Contractor shall publish a statement notifying employees and customers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.

- B. Contractor shall establish a drug-free awareness program to inform employees and customers of the dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs, and penalties which may be imposed for drug abuse violation.
- C. Contractor shall give a copy of the policy statement to each of Contractor's employees and customers engaged in the performance of activities under this Contract.
- D. Contractor shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Contract, the employee or customer will abide by the terms of the statement and notify, in writing, Contractor of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- E. Contractor agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or require participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. Contractor further assures that it will notify the Board, in writing, within five (5) calendar days, of any criminal drug statute violation by a Contractor employee or customer.

SECTION 22. Economic Development and Relocation Activities

No funds received under this Contract may be used for the following activities prohibited in Section 141, (c) and Section 141 (q) of the Act:

- A. Encouragement or inducement of the relocation of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location;
- B. Customized or skill training, on-the-job training, or company specific assessment of job applicants or employees, for any establishment or part thereof, that has relocated, until 120 days after the date on which such establishment commences operations at the new location, if the relocation results in a loss of employment for any employee at the original location.
- C. Employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers and similar activities, and for foreign travel.

SECTION 23. The Rehabilitation Act/The Americans with Disabilities Act

Contractor assures and guarantees that it shall comply with the Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794; and the Americans With Disabilities Act (PL101-336) of 1990, 42 U.S.C. § 12101, et seq., as amended with Equal Employment Opportunity Commission rules 29 CFR Parts 1602, 1627, and 1630, dated July 26, 1991, and with any subsequent rules and regulations issued under this Act.

SECTION 24. Integrity of the Texas Workforce System

Contractors shall be in accordance with **Texas Administrative Code, Title 40, Part 20, Chapter 802** by: maintain fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state

statutes and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

SECTION 25. Use of Funds/Buy American Act

In spending funds under this Contract, Contractor agrees to comply with the Buy American Act (41 U.S.C. § 8302), as referenced in WIOA § 502.

PART 6.0 DEFINITIONS OF KEY TERMS

- A. ACT means the Workforce Innovation and Opportunity Act, Public Law 113-128, enacted July 22, 2014.
- B. APPLICANT means an individual who applies to the Contractor for services under the act. An applicant must meet the eligibility requirement of one of the funding categories in order to receive subsidized child care.
- C. AUDIT is a systematic review by a CPA to determine and report whether an organization's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.
- D. BIDDER denotes the interested party, the audience for this RFP document, and the probable respondent to the solicitation.
- E. BIDDER'S CONFERENCE is a conference scheduled in conjunction with the RFP process to offer technical assistance to explain or clarify the RFP document and to answer questions. This conference is the only opportunity afforded potential bidders to obtain guidance on the scope and nature of the work required or ask other technical questions concerning a solicitation. All questions on such matters will be asked and answered in written form. Attendance at the Bidders' Conference is not mandatory, but is strongly encouraged. Note: All board members, officers, and staff are precluded from entertaining questions concerning a proposal or the procurement process outside the confines of the Bidders' Conference. Potential bidders are asked to respect these conditions by not making personal requests for assistance, except at this Bidders' Conference.
- F. BOARD refers to the Dallas County Local Workforce Development Board, Inc., dba Workforce Solutions Greater Dallas.
- G. CCDF means the Child Care and Development Funds; a funding source for child care services.
- H. CHILD CARE SERVICES SYSTEM is the term used to describe the system of management and childcare programs to ensure that appropriate childcare is available to eligible low income families, under several different programs. The system included fiscal management; determination of eligibility and authorization of child care for customers; vendor recruitment, training, oversight, and payment via the Child Care Services automated system; and promotion of resources and training to improve the availability and quality of child care in the community.

- I. CHILD PROTECTIVE SERVICES is a division of the Texas Department of Family and Protective services. This division protects children from abuse, neglect or exploitation.
- J. CHOICES a term describing the service delivery model developed by the TWC with primary emphasis on the employment of adult welfare recipients, including a “work first” strategy with private, unsubsidized employment at the earliest opportunity.
- K. CONTRACTOR refers to an entity which receives financial assistance from the Board for the purpose of administering Board programs, projects, or parts thereof. A contract establishes a legal obligation to perform the services specified for agreed upon cost.
- L. COST PRINCIPLES refers to facts that all cost reimbursed via Board funds must be reasonable, necessary, allowable and allocable. These principles are defined as follows;
- REASONABLE/NECESSARY COST: A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration shall be given to: (a) whether the cost is a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (b) the restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (c) whether the individuals concerned act with prudence, considering their responsibilities to their organization, employees, customers, the public at large, and the Government; (d) whether costs are consistent with established practices of the organization and do not unjustifiably increase the costs. Reasonableness of costs may be established by comparison with other proposals (best price – same product), historical data, comparison with prior in-house costs, and/or comparison with similar labor market costs.
 - ALLOWABLE COSTS: “To be allowable, a cost must be necessary and reasonable for proper and efficient administration of the program, be allocable thereto under these principles, and except as provided herein, not be a general expense required to carry out the general (i.e. non-Board funded) business of the sub-recipient. Costs charged to the program shall be consistent with those normally allowed in like circumstances in non-federally sponsored activities and with applicable state and local law, rules, and regulations...”
- M. ELIGIBLE PARENTS means parents who meet TWC eligibility requirements for child care services, such as income work requirements and training education.
- N. FINANCIAL MANUAL FOR GRANTS AND CONTRACTS (FMGC) The Texas Workforce Commission has been charged with the state level administration of the workforce-related services and this manual provides uniform administration and financial system management guidelines to be followed in operating and administering all federal or state programs funded through the Commission. Please refer to the following website:
<http://www.twc.state.tx.us/partners/texas-workforce-commission-financial-grant-information>
- P. GRANT means the Child Care Assistance System funds awarded to the Board by the Texas Workforce Commission (TWC), an agency of the State of Texas.

- U. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) is a business at least fifty percent owned and operated by minority group members, as defined by State law. Federal regulations define Disadvantaged Business Enterprises (DBE) and Minority or Woman Owned Business enterprises (MWBE) as a publicly traded or privately owned business, at least fifty-one percent of which is owned by minority group members determined to be disadvantaged. Minority members include Blacks, Puerto-Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts, Asian Pacific Americans, and Asian Indians. Female owners or female owned businesses are also considered to qualify as minority business enterprises. Such businesses will be offered maximum opportunities to compete for Board contracts. The Board recognizes certification by two agencies:

Texas Building and Procurement Commission
State of Texas HUB Program
1711 San Jacinto Boulevard
Austin, Texas 78701
Phone: (512) 463-5872

North Central Texas Regional
Certification Agency
616 Six Flags Drive
Arlington, Texas 76011
Phone: (817) 640-0606

- R. INCLUSION SERVICES are services provided to children with disabilities (functional needs). Inclusion customers require assistance to perform major life activities or tasks that are within the typical chronological ranges of development.
- S. LOCAL MATCH PROGRAM is unmatched federal child care funds that are included in the allocation of child care funds to the Board. To utilize these funds, the child care contractor may write Local Match Agreements with public and private entities that qualify. This combined funding of local match and federal dollars provides additional child care services to Dallas County, enabling more parents to work or participate in training or education.
- T. PROGRAM INCOME means income received by Contractor directly generated by a grant or subgrant supported activity, or earned only as a result the grant or subgrant (Reference: 20 CFR, 627.450). Such earning include, but may not be limited to, income from fees for services, rental of property, or sale of commodities; interest earned on advances; and in the case of public or private non-profit agencies, revenues earned from a contract in excess of actual costs incurred in providing the contracted services. Regulations permit fee-for-service arrangements; however, any resulting income must be tracked and accounted for separately from other program funds. Program Income earned under the Board funded programs must be reported to the Board, and must be used only for Board purposes and for the program in which it was earned.
- U. REGS OR REGULATIONS means those rules, regulations, and their amendments, promulgated by the United States Department of Labor (DOL), Health and Human Services Commission (HHSC), U. S. Department of Agriculture (USDA) and/or the Texas Workforce Commission (TWC) and other specific funding sources made available to the Board through TWC.
- V. RELATIVE CARE is the choice of a parent to select a provider who is a specific relative of the child (a great-grandmother or great-grandfather, a grandmother or grandfather, an aunt or uncle, or a sibling who is 18 years or older who does not reside in the home with the other children). A licensed or registered child care provider who is not a CCS provider may be chosen as a RELATIVE CARE provider when necessary.
- W. STATE means the TWC and/or the Governor of the State of Texas.

- X. SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP) is a program to assist food stamp recipients to enter employment and training activities which promote long term self-sufficiency authorized under the Food Stamp Act of 1997, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (also called the Welfare Reform).
- Y. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) is a program provided through the Texas Department of Human Services to persons meeting certain residency, income and resource criteria as provided for under the Personal Responsibility and Work Opportunity Reconciliation Act and the Temporary Assistance for Needy Families block grant.
- Z. TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC) is the state agency responsible for providing social, financial, and medical services to low-income families and children, through funding from federal, state and local funds.
- AA. TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES (DFPS) is the state agency responsible for licensing and registering child care providers and for protection of abused and neglected children and adults.
- BB. TEXAS WORKFORCE COMMISSION (TWC) is the state agency that operates an integrated workforce development system through the consolidation of job training, employment and employment related education programs, including Choices, SNAP, WIOA, Employment Services, and Child Care Management System. The TWC continues to administer the state employment compensation insurance system and the state employment service. <http://www.twc.state.tx.us>
- CC. TEXAS WORKFORCE LEGISLATION refers to Senate Bill 642 and House Bill 1863 which provide for a workforce consolidation plan and establish the Texas Workforce development system through the consolidation of job training, employment and employment related education programs; it will also administer the State's unemployment compensation insurance program and the Child Care Assistance System.
- DD. THE WORKFORCE INFORMATION SYSTEM FOR TEXAS (TWIST) is the automated Management Information System; also called Client Management System.
- EE. WORKFORCE DEVELOPMENT AREA(WDA) refers to area designated by the Governor and the Department of Health and Services to promote effective delivery of services. WDAs are usually selected to be consistent with labor market area, to include one or more units of local government and are administered by a local workforce development board.
- FF. WORK IN TEXAS (WIT) is the Texas Workforce Commission internet based job matching and referral system for Employer and Job Seeker Customers.
- GG. Workforce Innovation and Opportunity Act (WIOA) - signed into law on July 22, 2014. WIOA is landmark legislation designed to strengthen and improve our nation's public workforce system and help put Americans, especially youth and those with significant barriers to employment, back to work. WIOA supports innovative strategies to keep pace with changing economic conditions and seeks to improve coordination between the core WIOA and other Federal programs that support employment services, workforce development, adult education and literacy, and vocational rehabilitation activities. Complete Act may be found at: www.doleta.gov

TERMS NOT SPECIFICALLY DEFINED above or elsewhere in this document shall be construed as defined: in the CCDF; the Regulations, in the WIOA; any amendments pursuant thereto; the TWC Financial Manual For Grants and Contracts, TWIST Manual, state policy/issuances or other applicable laws; or such usage as is commonly accepted by funding agencies and Board.