

# REQUEST FOR PROPOSALS

## Workflow System & Document Management System

ISSUE DATE **August 27, 2019 1:00 P.M., CDT**  
RESPONSE DEADLINE **September 16, 2019, 5:00 P.M., CDT**

Ross Towers, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201, 214-290-1000, [www.wfsdallas.com](http://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. 100% of funding is afforded from the Administration for Children and Families. It is not anticipated that non-governmental funds will be involved.*

**TABLE OF CONTENTS**

	<b>Page</b>
<b>INTRODUCTION.....</b>	<b>4</b>
<b>Mission/2017-2020 Plan Objectives.....</b>	<b>4</b>
<b>PART 1.0 GENERAL INFORMATION .....</b>	<b>5</b>
1.1 Purpose of Request for Proposal .....	5
1.2 Activities and Services Solicited .....	5
1.3 Activities and Services NOT Solicited.....	10
1.4 RFP Schedule of Events .....	10
<b>PART 2.0 REQUESTS FOR PROPOSAL COMPONENTS .....</b>	<b>10</b>
2.1 Administration of this RFP .....	10
A. Issuance .....	10
B. Response Deadline .....	10
2.2 Withdrawal of a Proposal .....	11
2.3 Open Records.....	11
2.4 Bidders' Conference .....	11
2.5 Contract Awards .....	11
2.6 Eligible/Competency Bidders.....	12
2.7 Governing provisions .....	12
2.8 Contractor Selection.....	15
2.9 Proposer Evaluation Process .....	16
2.10 Evaluation Criteria.....	16
2.11 Bidder Inquiry and Appeal Process.....	16
<b>PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION.....</b>	<b>17</b>
4.1 Instructions for Submitting a Proposal .....	17
4.2 Response Checklist and Order of Submission.....	18
4.3 Instructions for the Proposal Narrative .....	19
4.4 Instructions for Completing Budget Forms.....	19
<b>PART 5.0 ASSURANCES AND CERTIFICATIONS .....</b>	<b>22</b>

**PART 6.0 DEFINITIONS ..... 31**

**PART 7.0 ATTACHMENTS**

- Attachment A Proposal Cover Sheet
- Attachment B Executive Summary
- Attachment C Proposal Narrative
- Attachment D Cost Reimbursement Budget
- Attachment E Salary Allocation Plan
- Attachment F Budget Back-up
- Attachment G Administrative Management Survey
- Attachment H Fiscal Management Systems Survey
- Attachment I Certification of Bidder
- Attachment J Certification Regarding Debarment
- Attachment K Certification Regarding Drug-Free Workplace
- Attachment L Certification Regarding Lobbying
- Attachment M Certification Regarding Conflict of Interest
- Attachment N Texas Corporate Franchise Tax Certification
- Attachment O References
- Attachment P Proof of Incorporation or Agency Status
- Attachment Q Current list of Owners/Board of Directors and/or principals/chief officers (name, position, title, business address, and daytime phone of each individual listed.
- Attachment R Proof of bonding (if applicable) and Certificates of Insurance/Insurance Binders
- Attachment S Resumes

## INTRODUCTION

The Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas (WFSDallas), is the workforce system for the Greater Dallas region. The Dallas County Local Workforce Development Board is a 501(c) (3) a not for profit corporation in the State of Texas. WFSDallas ensures the development and implementation of a system of services that meets employer and job seeker needs while providing economic development opportunities for the community. 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 including, but not limited to, Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutritional Assistance Program - Employment and Training (SNAP), Temporary Assistance for Needy Families - Employment and Training (Choices), Employment Services (ES), Rapid Response, Trade Adjustment Assistance (TAA), and Child Care Services (CCS). 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 centers within Dallas County ([www.wfsdallas.com](http://www.wfsdallas.com)).

WFSDallas invests approximately \$120M annually in workforce supported by government and private funding. Funds provide a broad range of services addressing regional workforce challenges with employer-led solutions including, but not limited to hiring events, customer training, scholarships for job training credentials, adult education, English as a Second Language, layoff services, childcare and transportation subsidies.

### Mission

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

### Employer Services

Please see our website for employer services at <https://www.wfsdallas.com/employer/>

Employers are our primary customers and by building strong relations with hiring managers, we provide the full range of talent management services. At no cost, WFSDallas offers talent identification through the state's online job matching platform. We assist hiring managers to find the talent they need by posting jobs, screening, and interviewing candidates. We also offer customized hiring events held at all workforce centers.

### Job Seeker Services

Please see our website for the workforce center locations at <https://www.wfsdallas.com/find-center>

WFSDallas connects job seekers to employment opportunities by offering individualized services at no cost to the job seeker or employer. Our workforce centers offer job search assistance, job matching, workshops and career exploration. All centers have customer computers available, learning labs and weekly hiring events. Specialized services make a difference to our customers. We offer highly trained staff to provide assessment and referral to training, ESL, high school equivalency certificates and skill training credentials. Customized options are available for individuals with special needs, workers 50+, Veterans, young adults and laid off workers.

### 2017-2020 Plan Objectives

Please see our website for the plan summary at [www.wfsdallas.com](http://www.wfsdallas.com)

- **Engage employers** within the workforce system to offer business-led programming,
- **Assist workers & families** earn a living wage,
- **Provide educational and skills opportunities** to special populations
- **Engage disconnected youth** to offer career exploration, skills training in demand occupations with the goal of employment or enrollment in post-secondary education,
- **Build career pathways for job seekers** to accelerate advancement while meeting employer needs,
- **Focus on people living in poverty** to better their lives through better work.

## **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 FOR THIS REQUEST FOR PROPOSALS (RFP)**

WFSDallas is soliciting proposals from qualified organizations to provide a **workflow system & document management system** within Dallas County and may include other workforce board areas throughout the State. This RFP is in accordance with the Administration for Children and Families, and Texas Workforce Commission (TWC) rules and regulations, policies, directives and the Board Plan. This Request for Proposal (RFP) provides a uniform method for the procurement of the document management system, providing for full and open competition. It contains the necessary background, requirements, information, instructions, and forms for responding to this RFP.

Obligations under this RFP are conditional and based upon the availability of funds. Performance and obligations under this RFP are contingent upon an annual appropriation by the United States Congress that is permitted with the Administration for Children and Families and the Texas Workforce Commission to contract for services. WFSDallas reserves the right to terminate or adjust this RFP to conform to available funds or other circumstances. Texas Workforce Commission’s webpage for the childcare program is found at: <https://twc.texas.gov/students/child-care-program>.

The child care subsidy program for Dallas County funded with state and federal resources, serving program eligible families, as well as quality programing improvement projects for child care providers. WFSDallas contracts with the ChildCareGroup (CCG) to administer the child care program. CCG manages and administers the child care services program for Dallas County (<http://cca.childcaregroup.org/ccg>). Services are provided to families offering:

- 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 education opportunities to child care providers to increase quality of care and for self-enhancement purposes.

Current key functions within CCG’s contract include:

- Customer services
- Provider services
- Local Match program
- Texas Rising Star program
- Community Resources Enhancement activities
- Child Care Attendance Automation System
- The Workforce Information System of Texas (TWIST)
- Fiscal Management
- Recoupment of Costs
- Set Program Outcomes

### **1.2 ACTIVITIES AND SERVICES SOLICITED IN THIS RFP**

Currently, CCG utilizes a workflow software product called Workflow 2 (WF2). This software was developed through a previous contract with an outside software development team, and has served the needs of program staff. WF2 was built as a way to utilize information from TWIST, a central database created by the Texas Workforce Commission

(TWC) that gives statewide agencies a single point of access to child care, work assistance, and job training and placement information residing on a variety of state legacy systems.

WF2 is a fully integrated system for family case and child care provider management, that, when used properly, is proven to increase productivity, improve work, quality and minimize fraud. Some key features of WF2 include virtual management of work, document imaging, tracking of action steps, and assignment of work, among others.

WFSDallas is soliciting a complete software solution with the highest level of support in creating and/or coordinating efforts to utilize information from existing sources, while providing a quality, dependable, and reliable service, delivered in an accurate and timely manner.

## **SCOPE OF WORK**

The proposed software solution will be used by Family Eligibility Caseworkers who each manage approximately 450-500 cases per day, and by Child Care Provider Services staff, who work with as many as 1,000 child care providers.

The system should be a fully integrated solution that offers a holistic approach to family case and child care provider management, and robust enough to handle thousands of requests, document uploads, scans, and attachments that are received regularly from parents and child care providers. The proposed system tracks all incoming requests from customers to allow staff and management to oversee and analyze needs, identifies gaps in service delivery, and redirects resources to specific areas.

The proposed system should be a custom-developed web-based solution tailored to meet the specific needs of the Child Care Assistance (CCA) program as detailed in this scope of work. It should include the functionality of a relational database, case management, document management, and document imaging systems, and must be able to accommodate up to 90 concurrent local and remote users at the CCG's main Dallas location (1420 W Mockingbird Ln #300, Dallas, TX 75247) and at Workforce center locations throughout Dallas County (<https://www.wfsdallas.com/find-center>), through a secure network connection.

Software requirements are listed below.

### **2.1 System Functionality and Features:**

#### **A. Languages**

The proposed solution will be produced in English

#### **B. General functionality**

1. Configurable process mapping for the child care system
2. Document imaging, storage, and management—HIPAA (Health Insurance Portability and Accountability Act) compliant—with ability to hide and password protect medical or other sensitive documents
3. Communications with staff and clients
  - Email directly from within application
  - Send alert messages via (voice, text, email).
4. Ability to import or attach documents via multiple means including, but not limited to:
  - Drag-and-drop
  - File import
  - Scan and OCR
  - OCR
  - Barcode
  - QR Code
  - Print to
  - Save as

- Bulk import
5. Drag-and-drop custom forms creation
    - Automated imports and workflow integration using predefined templates
  6. Real-time search by
    - Document type
    - Content
    - Creator
    - Date
    - Keyword
    - Tags and metadata
  7. Integrated digital signature capability
  8. Capability to view history and audit all user activities
  9. Administrator control of user roles and permissions
  10. Scheduling items for actions on specific dates
  11. Ability to escalate actions and schedule alerts based on specified criteria
  12. Ability to reassign work to different users on demand or at scheduled intervals
  13. Real-time dashboards for pending work requests
  14. Ability to create bulk work requests and assignments
  15. Virtual work boxes and dashboard date aging—timers prioritize work and move requests based on priority
  16. Ability to set custom priority settings per type of work request
  17. Ability to set case flags or alerts
  18. Ability for management to have real-time views of employee work for any location
  19. Customized scripting prompts for call center staff to read to customers and enter answers into an automated comment
  20. Record retention system with the ability to flag records that should not be destroyed
  21. Ability to email users when cases are due
  22. Mobile support
  23. Role-based access
  24. Option to enable record locking to prevent inconsistent results when multiple users simultaneously view the same record

### C. Security, Hosting, and Backups

1. Network Access Control (NAC)
  - i. Vendor
    1. Conform to the Texas Workforce Commission (TWC) Security Standards (<https://twc.texas.gov/twc-website-privacy-security-information>)
    2. Connect to proposed system via VPN or other secure data method
  - ii. System
    1. Provide only network services needed to support users' daily work or to allow vendor access for testing, updates, etc.
    2. Implement security roles and permissions including APIs for vendors and partners to securely share data or interface with other systems
2. Authentication
  - i. Obfuscate passwords and do not transmit or store in database as cleartext
3. Encryption
  - i. Implemented for local and remote access for all passwords, locally stored documents, and data transmissions
  - ii. Optional two-factor authentication (2FA) to further ensure prevention of cyberattacks or data breaches
4. Hosting
  - i. Must meet all TWC requirements (<https://twc.texas.gov/twc-website-privacy-security-information>)

- ii. Ensure prevention of cyberattacks or data breaches
- 5. System Backups
  - i. Provide daily off-site backups with High Availability (HA) and data encryption

**D. Integration with other software programs**

1. Ability to export information from the TWIST database and import into the proposed system to generate work items
2. Interface with websites and other third-party systems
  - i. Requests submitted via websites generate work item in proposed system
3. Integration with Interactive Voice Response (IVR) systems to:
  - i. Make calls to a group of parties to provide an IVR interaction (the campaign)
  - ii. Import a campaign configured using a list of numbers stored in a CSV input file
  - iii. Pull a date, then generate and close a work item
4. Integration with Microsoft Office, Adobe Acrobat, and other standard software or file formats
  - i. Export to .docx, .xlsx, .pdf, .jpg formats, etc.
  - ii. Import .docx, .xlsx, .pdf, .jpg, etc. formats (including drag-and-drop capability)

**E. Management and Reporting**

1. Built-in reporting tools
  - i. Boilerplate and custom reports
  - ii. Reports, dashboards, and data, prepared for analysis, analytics, and models
  - iii. Tracking of performance-based goals, metrics, and analysis
  - iv. Customizable metrics and data elements

**F. Funds Recoupment**

1. Customer lookup
  - i. View customer information and add documentation – export from TWIST and import into new system
  - ii. Ability to see if the customer has an active referral in TWIST
2. Data entry
  - i. Comment area to document reason for the recoupment
  - ii. Case flag set up – Suspected fraud
  - iii. Enter the reason for the recoupment/violation type
  - iv. Enter the amount owed and the date collections became active
  - v. Add payment plan due dates and reminder dates
  - vi. Enter payments as they are received, assign a unique payment number to each payment, and show a declining balance
3. Forms and reports
  - i. Generate collection notices based on due dates
  - ii. Print and email receipts
  - iii. Run statistical reports

**G. Archiving/ Document Destruction**

1. Automatic service to manage archiving and destruction process
  - i. Runs on schedule (i.e. daily, weekly, monthly)
  - ii. Searches among non-archived records that do not have non-destruction flag set, and based on business rules, selects records necessary for archiving
2. Searchable by Customer name, Provider name, TWIST ID, License Number, SSN, EIN, date
3. Ability to flag items for non-destruction
4. Ability to comment or modify information
  - i. Track changes by user
  - ii. Track changes by date
5. Forms and reports

- i. Run statistical reports
- ii. Export data as .xlsx, .csv, .pdf

## 2.2 Software Specifications:

### A. Architecture and core technologies

1. Web-based, responsive design, with option for local, server-based installations
2. Hosted environment with 99.5% uptime
  - i. Single-Tenancy option
  - ii. Multi-Tenancy option
  - iii. Hybrid-Tenancy option
3. Utilization of modern framework
4. Development and staging environments managed by distributed source control to support multiple development projects/solutions, multiple testing environments, and multiple development environments
5. Scalable and modifiable

## 2.3 Services

### A. Systems Analysis

Vendor will work with staff to define and document the specific features and functionality of the system, toward providing a sound proposal for a solution that will incorporate those features and functionality. To the extent that WFSDallas possesses information related to its existing system, such information may be used as a basis of the new system.

### B. Database Design and Implementation

Vendor may utilize the existing database(s) to integrate into the system. This should be designed and implemented to work with a relational database to support the information requirements of the system.

### C. System Design and Development

The vendor is to develop the system, incorporating the operational logic necessary to execute the required functions. The Vendor will design and implement interfaces for all operational and administrative activities, as required. For custom-developed solutions, we will maintain a perpetual and unrestricted license to the system and corresponding code developed through this project.

### D. Project Management

The vendor is to ensure that the project is completed on schedule and will regularly update the Project Manager of the project status.

### E. System Documentation

For custom-developed solutions, the vendor should provide reasonable documentation of the code, including all development tools, such that personnel can maintain and extend it. Third-party solutions should offer documentation and information to enable personnel to effectively utilize the system and have setup and usage information readily available.

### F. System Testing and Verification Plan

In conjunction with WFSDallas, the vendor will develop a plan for system testing and acceptance. System testing must include testing of functionality, and security and vulnerability to attack or hacking. Minimal load testing of the system is also required to confirm the system will adequately support a set number of concurrent users.

### G. User Guide and Training

Selected vendor will provide sufficient training documentation and services, as defined by

WFSDallas, allowing staff users to effectively operate the system. Instructional materials should be developed and supplied to WFSDallas prior to implementation.

**H. Confidential Information / Experience**

Due to the confidential information contained in the system, the vendor must provide at least three (3) years of verifiable experience regarding past secure software and web development and installation.

**I. Licensing**

Any licenses required must be included in the original cost of the quote. Custom-developed solutions, WFSDallas will own the code and rights.

**J. Warranty**

Detail any warranty provisions provided with the vendor's software development services.

**1.3 ACTIVITIES AND SERVICES NOT SOLICITED IN THIS RFP**

The following functions, activities and services are not solicited in this Request for Proposal (RFP). These include, but are not limited to: planning, general administration, grant management, coordination, monitoring, childcare management and oversight of programs, workforce center management, Adult Education and Literacy, and contractor selection and technical assistance, 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><b>Date</b></i>	<i><b>Activity</b></i>
Sunday, August 25, 2019	Notice published in Dallas Morning News
Tuesday, August 27, 2019, 1:00 p.m. CDT	Issuance of RFP
Thursday, September 5, 2019, 4:00 p.m. CDT	Deadline for Bidders' Questions
Friday, September 6, 2019, 5:00 p.m. CDT	Questions/Answers posted on <a href="http://www.wfsdallas.com">www.wfsdallas.com</a>
Monday, September 16, 2019 5:00 p.m. CDT	Deadline for Proposals
Monday, September 16, 2019	Begin Evaluation of Proposals
Wednesday, September 18, 2019	Board Action for Consideration
Tuesday, October 1, 2019	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. C.D.T. on Tuesday, August 27, 2019** and available to download from the Board's website: <http://www.wfsdallas.com>. If you are unable to download the RFP, please contact: [procurement@wfsdallas.com](mailto:procurement@wfsdallas.com) or (214) 290-1000. Copies of the RFP are also available at 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, on Monday, September 16, 2019, at 5:00 p.m. CDT.** 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:

**Workflow System & Document Management System**  
**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 September 16, 2019 at 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 proposal will be accepted.

## **2.2 WITHDRAWAL OF A PROPOSAL**

A submitted proposal may be withdrawn at any time prior to the scheduled due date by submitting a written request to the WFSDallas. A withdrawn proposal will not be considered for award but will become the property of WFSDallas.

## **2.3 OPEN RECORDS**

Proposals submitted in response to this RFP are subject to the Texas Public Information Act, Government Code, Chapter 552.003, and may be disclosed to the public upon request. No documents relating to this procurement will be presented or otherwise made available to any other person, agency, or organization until after the funding award. Any confidential, privileged or proprietary information contained within a proposal must be clearly identified by the proposer in the proposal itself (each applicable page labeled). The aforementioned information will be kept confidential by WFSDallas to the extent permitted by State law.

## **2.4 BIDDERS' CONFERENCE**

There will be no bidders' conference. Please submit questions by Thursday, September 5 at 4:00 p.m. CDT to [procurement@wfsdallas.com](mailto:procurement@wfsdallas.com)  
All answers will be posted on [www.wfsdallas.com](http://www.wfsdallas.com) on Friday, September 6, 2019 at 5:00 p.m. CDT.

## **2.5 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 will be beginning **October 1, 2019 and ending September 30, 2020; however, may begin earlier pending contract negotiations.** The contract may commence earlier if required, and be extended for one or more years on an annual basis. The Board may extend the contract for up to three (3) additional one year terms. The total terms of a contract to provide services shall not exceed four (4) years. The contractor will be required to provide an annual closeout by program for each year. 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. 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), and Board policy. The Board's intention is to negotiate a cost reimbursement contract with the successful bidder(s). The resulting contract will establish a contractor relationship that involves fiscal, administrative, monitoring and programmatic responsibilities for workforce programs.

#### **2.6 ELIGIBLE/COMPETENCY BIDDERS**

The eligible bidders/contractors may include private and public, secondary or post-secondary education institutions, faith based organizations, for-profit and not-for-profit agencies, Community Based Organizations (CBO), or other entities. All are eligible to respond to this RFP and compete for funding. Partnerships or consortiums may respond; however, collaborations submitting bids 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 certify, by submission of this proposal, that neither they nor their 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.

**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 and/or 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.

**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 a history of unsatisfactory performance, or (2) is not financially stable, or (3) has a management system which does not meet management standards as determined by the Board, or (4) has not conformed to terms and conditions of previous awards, or (5) 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.

#### **2.7 GOVERNING PROVISIONS AND LIMITATIONS**

A. The main purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of a Youth System under the Workforce Innovation and Opportunity Act (WIOA). 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 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, to 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) and/or make changes to this solicitation, as it deems necessary. It will provide notifications of such changes to all bidders recorded as having submitted a Notice of Intent to Bid.
- E. The Board reserves the right to negotiate the final terms and conditions 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 local Board 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 of the Board or due to any legislature changes.
- J. **Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, or 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, or any agent 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 bidder(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(s) 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. The Board reserves the right to deem a proposal non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.
- R. Special provisions for Minimum Wages for Participants. --In all instances where wages are paid to a participant enrolled in programs funded under this Contract, and in all instances when a job-ready participant is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the participant 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.
- Contractor shall not place a participant 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.
- S. As applicable, the selected provider must comply with the Sarbanes Oxley Act.
- T. The selected provider must have a disaster plan in place upon execution of contract.
- U. 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.

## 2.8 CONTRACTOR SELECTION PROCESS

Selection of contractors 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.

- A. A consideration in selecting agencies 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 the 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 2.11 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 youth 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 Annual Plan.
- F. Providers not complying with Section 504 of the Rehabilitation Act of 1973, the Federal Drug-Free Workplace Act of 1988, and the Americans with Disabilities Act shall not be awarded a contract.
- G. The successful contractor(s) 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. 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 Work In Texas (WIT), or any subsequently developed and required State system, 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. Contractor may be provided with inventory upon execution of contract and will assume complete responsibility for updating and maintaining during the contract period.

## 2.9 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.

## 2.10 EVALUATION CRITERIA

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

- **Demonstrated Performance including Organizational Capacity/Qualifications** **25**  
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.
- **Services Solicited** **45**  
Bidder must demonstrate a thorough understanding of services solicited. Bidder must describe the overall innovative approach, design and strategies it will utilize to effectively deliver solicited services.
- **Price/Cost Analysis/Value** **30**  
Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. All costs are significant competitive variables in this procurement.

**TOTAL POSSIBLE POINTS** **100**

## 2.11 BIDDER INQUIRY AND APPEAL PROCESS

The 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 working 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 the 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 bidders, which hopefully, will assist 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, a summary of proposal scores and written synopsis of strengths and weaknesses. (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 proposals under Request of Proposals (RFPs) or Invitations for Bids (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 a written notice of appeal to the Board. 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  
**Dated Material Enclosed**

**Facsimile or E-mail will 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 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 from 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 not 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 or 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 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 4 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. Please note that, during the proposal evaluation process, no points are awarded or subtracted regarding length of narrative. The RFP with Attachments will be available on our website: [www.wfsdallas.com](http://www.wfsdallas.com).

CONTACT PERSON (S)/SIGNATORY AUTHORITY: Proposals shall identify the liaison and primary contact person, as well as, a signatory authority.

NUMBER OF COPIES - One (1) complete original with original signatures and seven (7) exact copies must be submitted as required. The original includes all Items listed in Part 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 seven (7) copies, we request each bidder include an electronic copy of the Statement of Work (Narrative) and Budgets on an USB flash drive or data storage device. 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 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.B 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 services. **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
- 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. Certification Regarding Debarment
- K. Certification Regarding Drug-Free Workplace
- L. Certification Regarding Lobbying
- M. Certification Regarding Conflict of Interest

Submit the following items as Attachments in the bidder's response:

- N. Texas Corporate Franchise Tax Certification
- O. References
- P. Proof of Incorporation or Agency Status
- Q. Current list of Owners/Board of Directors and/or principals/chief officers: include name, position or title, business address, and daytime phone of each individual listed.
- R. Proof of bonding (If Applicable) and Certificates of Insurance/Insurance Binders.
- S. Resumes

#### **4.3 INSTRUCTIONS FOR THE PROPOSAL NARRATIVE**

##### **A. DEMONSTRATED PERFORMANCE 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.

##### **B. SERVICES SOLICITED**

Bidder must demonstrate a thorough understanding of services solicited. Bidder must describe the overall innovative approach, design and strategies to effectively deliver solicited services.

##### **C. PRICE/COST ANALYSIS/VALUE**

Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. All costs are significant competitive variables in this procurement (see section below for more details).

#### **4.4 INSTRUCTIONS FOR COMPLETING BUDGET FORMS**

Budget forms include:

**Proposed ANNUAL Cost-Reimbursement Budget,  
Salary Allocation Plan, and  
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.

**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 separated to indicate the following expense types:

**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 F, below. Section A should include the costs of any temporary staff planned; however, please note temporary staff MUST be properly procured. See Part 2.8 subcontracting requirements.

**Section B – Non-Personnel Costs** - including supplies, printing, and membership subscription, etc. While the Board ordinarily supplies all phones and postage, this budget may include any expense anticipated outside the usual course of business. Such expense, and the necessity, must be fully explained in the budget back up.

### **Section C - Insurance**

- **General Business Liability Insurance** - General liability insurance must cover bodily injury and property damage to a third party and personal injury: \$1,000,000 each occurrence and \$1,000,000 aggregate, and \$10,000 medical expense (any one person) is required. A reasonable deductible is allowed, but may not exceed \$10,000.
  - **Errors and Omissions** – Errors and Omissions insurance or the equivalent is required; however, the cost of such insurance will not be reimbursed by the Board and is prohibited under the grant.
  - **Directors and Officers** – Directors and Officers insurance is recommended providing \$2,000,000 per loss/aggregate.
  - **Workers Compensation** – Bidders must ensure that all employees are covered by workers' compensation insurance at a minimum of \$500,000 per accident or disease. If self-insured, the Bidder must warrant that it will maintain coverage sufficient to cover any liability as specified above. If the Contractor is a State agency and is self-insured, then the Bidder must be able to pay any obligation that it incurs from performance under a Contract resulting from this RFP.
  - **Note on Insurance Requirements** -- Selected Contractors shall indemnify, save and hold the Board and TWC 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, and agents, or its subcontractors. Selected 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.
- **Fidelity Bonding** – Selected Contractor must provide a fidelity bond that indemnifies the Board and TWC against loss arising from a fraudulent or dishonest act of the selected Contractor's officers and employees holding positions of fiduciary trust. The selected Contractor must be the insured entity and the Board must be the assigned certificate holder. The fidelity bond must be in an amount that is sufficient to cover the largest cumulative amount of all cash requests submitted on a given day or the cumulative amount of funds on hand at any given point.

(In addition, the selected Contractor must secure an additional amount of funds against loss as follows: if the amount secured by the selected Contractor's fidelity bond is sufficient to cover the largest cumulative amount of all cash requests submitted on a given day or the cumulative amount of funds on hand at any given point, but is less than 10% of the funds subject to its control, the difference must be secured through bond, insurance, escrow accounts, cash on deposit, or other methods in accordance with the Texas Administrative Code, Title 40, Part 20, Rule 801.54 and the requirements of the TWC Financial Manual for Grants and Contracts, Chapter 3.)
- **Auto/Motor Vehicle Insurance** – If the Bidder or its employees use a motor vehicle in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide 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. If Bidder does not provide such insurance for its employees, then proof of insurance must be obtained from each employee for like coverage.

- **Personal Identifiable Information (PII)** – Selected Contractor must provide a premier privacy endorsement for PII purposes.
- **Other Insurance** – any other insurance costs not already included in any of the above line items. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

**Section D –Space and Facilities** – All successful bidders are requested to house within the existing WFSDallas' workforce centers. Such expense, and the necessity, must be fully explained in the budget back up. Outreach/recruitment must occur within the multiple workforce centers and costs are not applicable. **Only program management, education, and training may occur at the bidder's location unless the bidder can prove a cost benefit for exceptions in that event, please describe rent, utilities, etc.**

**Section E – Equipment and Furniture** - All equipment/software/ furniture purchases and/or leases must be necessary and reasonable for this project. Such expense, and the necessity, must be fully explained in the budget back up.

**Section F – Contractual Services** - includes other contractual professional services.

**Section G – Indirect Rate/Management Costs** – Indirect Rate is an allowable line item only if the bidder is an entity with an approved indirect cost plan from a federal cognizant agency. 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 H – 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 I – Pass Through Funds** – any costs for training materials/educational training such as books, curricula and training supplies for program elements and tuition costs for skills training ITAs, or other allowable pass through expenses the proposal may anticipate for innovation. **Pass Through Funds are not subject to Incentive or Profit.**

**Section J – Work Experience Costs** – proposal's budget must include operation and management costs and participants' wages for employment.

**Matching – In Kind Provided** - Use to report any In-Kind provided. Cost of items and/or activities, not charged to WFSDallas, 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 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 bidders' 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 Texas Workforce Act; Texas Workforce Commission (TWC) rules and regulations; any revisions amendments to such 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 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 Work/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 in programs funded by the Board under this Contract.

### **SECTION 4.        Grievance 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, TWC, and the Board 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. § 2000d et seq., and § 2000e-16 as amended;
  - WIOA §188, 29 U.S.C. §3248
  - The Rehabilitation Act of 1973 §§ 503, 504, and 508, 29 U.S.C. §§ 793, 794, and 794d, 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, 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 participant by Contractor or an agent of 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 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, 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

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. 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.

**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 unionization.
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 or any other specific funding source(s) and regulations.

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, job seekers 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 customers 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 work sites for customers.

## **SECTION 9. Prevention and Reporting Fraud, Waste and Program Abuse**

- A. Contractor shall establish and implement internal program management procedures sufficient to ensure that their employees, customers, and subcontractors are aware of TWC Fraud, Waste and Program Abuse Hotline and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.
- B. Contractor is responsible for reporting to the Board, and the Board is responsible for reporting to TWC Office of Investigations, any knowledge of suspected fraud, waste program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures.
- C. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of this Contract, or with any 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.
- D. Contractor shall ensure diligence in managing programs under this Contract including carrying out appropriate monitoring activities and in taking immediate corrective action against known violations of any applicable laws and regulations.
- E. 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.
- F. 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.
- G. Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all Incident Reports.

## **SECTION 10. Confidentiality of Records**

Contractor shall maintain the confidentiality of any information, regarding program customers and the immediate family of any applicant or participant, 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 participant, 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. In accordance with TEGL 39-11 and WD Letter 02-18.

## **SECTION 11. Nepotism**

Contractors must comply with the Government Code, Chapter 573, which requires that no officer, employee, or member of the applicant's governing body or of the applicant's Contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

## **SECTION 12. Conflicts 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, agent, 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 the conflict of interest provisions in OMB UG; UGMS; FMGC; and at 40 Texas Administrative Code §802.21 (c)-(d) and 802.41 regarding any awards under this Contract.

**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 copier 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 Board sponsored program or to employment.

**SECTION 15. Program Participation**

- A. Contractor agrees that participation in programs and activities financially assisted under the terms of the Act shall be open to established residents of the Service Delivery Area 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 sources 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 Board/TWC funds under this Contract are to be used only for activities which are in addition to those which would otherwise be available in the Board 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 206(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 206(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 or implied terms and conditions of this Contract.

#### **SECTION 20. Accessibility of Records**

- A. Contractor shall give the U.S. DOL, the Comptroller General, the General Accounting Office, the Auditor of the State of Texas, the TWC, and 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, the 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 provisions by the Contractor of suitable workspace 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 and 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 requires 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.
- D. Supplanting of current or existing workforce.

**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 any individual who applies to the Board or its subcontractors for available workforce services. For specifically funded programs, applicant remains an applicant until the provisions for "customer" have been met.
- C. BASIC SKILLS DEFICIENT – The individual computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. In addition, states and grantees have the option of establishing their own definition, which must include the above language. In cases where states or grantees establish such a definition, that definition will be used for basic skills determination.
- D. BASIC SKILLS GOAL – A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.
- E. BIDDER/PROPOSER denotes the interested party, the audience for this RFP document, and the probable respondent to the solicitation.
- F. BIDDERS' 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/bidders to obtain guidance on the scope and nature of the work required or asks 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 the Bidders' Conference.***
- G. CERTIFICATE/CREDENTIAL– A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Work readiness certificates are not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupation skills by:
- A state educational agency or a state agency responsible for administering vocation and technical education within a state.

- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

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 includes 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. 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.

J. COMMON MEASURES Performance measures for all job seekers served through the workforce system including: Staff Guided Entered Employment; At Risk Employment Retention; Total Job Seekers Educational Achievement; Placement in Employment, Education, or Training; Retention in Employment, Education, or Training; Earnings after entry into unsubsidized employment; Credential Rate; and In-Program Skills Gain.

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 costs.

L. COST PRINCIPLES refers to fact that all costs reimbursed via WIOA 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, arm's 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. CUSTOMER an Employer or Job Seeker that has requested assistance, or determined to be eligible for a Board sponsored program. Job Seeker customers in specifically funded programs may have to be verified as being certified eligible to continue to receive services e.g. (Case Management, Training etc.)
- N. DATE OF EXIT – Represents the last day on which the individual received a service funded by the program or a partner program (see definition of “exit”).
- O. DATE OF PARTICIPATION – Represents the first day, following a determination of eligibility (if required), that the individual begins receiving a service funded by the program (see definition of participant).
- P. DIPLOMA – The term diploma means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).
- Q. DISLOCATED WORKER means an individual as referenced under WIOA.
- R. EDUCATIONAL GAIN – At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).
- S. ELIGIBLE APPLICANT means an individual who has made application to the Board/program and who has been determined to be eligible and verified as meeting established eligibility criteria under one of the specific funding sources available to the Board.
- T. EMPLOYED AT DATE OF PARTICIPATION – An individual employed at the date of participation is one who:
- Did any work at all as a paid employee on the date participation occurs
  - (except the individual is not considered employed if: a) he/she has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or b) he/she is a transitioning service member;
  - Did any work at all in his/her own business, profession or farm;
  - Worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family; or
  - Was not working, but has a job or business from which he/she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, regardless of whether paid by the employer for time off, and regardless of whether seeking another job.
- U. EMPLOYERS refers to all establishments of any size, organized as sole proprietorships, partnerships or corporations engaged in legal commerce who hire employees for money wages under conditions conforming to State and Federal labor laws.
- V. EMPLOYMENT as defined in TWC and Board policies means full-time (no less than 30 hours per week) work in the job trained for, or in a training-related occupation, at or above wages, which meet Board standards; preferably benefits are included, with exception of summer work experience.
- W. 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/business/fmqc/fmqc\\_toc.html](http://www.twc.state.tx.us/business/fmqc/fmqc_toc.html)

AA. GRANT means funds awarded from a specific funding source by the Texas Workforce Commission (TWC), an agency of the State of Texas.

BB. 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

CC. PARTICIPANT means an individual who: is determined eligible to participate in the Board funded Program; and receives a service funded by the program in either a physical location (one-stop career center of affiliate site) or remotely through electronic technologies.

DD. PROGRAM INCOME means income received by Contractor directly generated by a grant or subgrant supported activity, or earned only as a result of the grant or subgrant (Reference: 20 CFR, 627.450). Such earnings 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.

EE. PROPOSER/BIDDER denotes the proposing entity or interested party, the audience for this RFP document, and the probable respondent to the solicitation.

FF. RAPID RESPONSE provides early intervention assistance designed to transition workers to their next employment as soon as possible.

GG. 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.

HH. SARBANES-OXLEY ACT (SOX). This 2002 Act contains significant protections for corporate whistleblowers.

II. STATE means the Texas Workforce Commission (TWC) and/or the Governor of the State of Texas.

- JJ. SUPPORTIVE SERVICES Supportive services may include transportation, child care, counseling, and other reasonable expenses required for participation.
- KK. 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).
- LL. TARGETED OCCUPATIONS LIST Occupations and Industries that have been targeted as in Demand in Dallas County. The current list can be found on our website at <http://www.wfsdallas.com>.
- MM. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) a program provided through the Texas Department of Health and 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.
- NN. TERMINATION means (a) any cessation of a contract with the Board; and (b) for customers in WIA, WIOA or other specifically funded programs, termination means official completion from all Contractor program activities and services with no further services to be provided.
- OO. 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, Supplemental Nutrition Assistance Program Employment and Training, WIOA, Employment Services, and Child Care Management System. The TWC continues to administer the state employment compensation insurance system and the state employment service. [www.twc.state.tx.us](http://www.twc.state.tx.us)
- PP. THE WORKFORCE INFORMATION SYSTEM OF TEXAS (TWIST) is the automated Management Information System; also called Client Management System.
- QQ. TRADE ADJUSTMENT ASSISTANCE (TAA) a program that provides reemployment services which may include training and job search/relocation assistance to individuals who lose their manufacturing jobs due to foreign imports or shift in production to foreign countries.
- RR. WORK IN TEXAS (WIT) is the Texas Workforce Commission internet based job matching and referral system for Employer and Job Seeker customers.
- SS. WORK READINESS means measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values, clarification, and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters.)
- TT. 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](http://www.doleta.gov)

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