

# REQUEST FOR PROPOSALS

## WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) YOUTH SYSTEM

ISSUE DATE **March 7, 2019 1:00 P.M., CST**

**AMENDED: March 19, 2019, 5:00 P.M., CDT**

**RESPONSE DEADLINE April 11, 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 US Department of Labor. It is not anticipated that non-governmental funds will be involved.*

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## 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 **youth system** within the City of Dallas and Dallas County, in accordance with the Workforce Innovation and Opportunity Act, Public Law No: 113-128, and any related U.S. DOL, 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 WIOA Youth 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 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 United States Department of Labor and the Texas Workforce Commission to contract for services. WFSDallas reserves the right to terminate or adjust this RFP to conform to available funds.

### 1.2 ACTIVITIES AND SERVICES SOLICITED IN THIS RFP

Within the Workforce Innovation and Opportunity Act (WIOA) youth system services are available to eligible youth ages, 14-24, who face barriers to education, training and employment. The WIOA Youth program focuses primarily on Out of School Youth (OSY), requiring expenditures of a minimum of 75% of WIOA youth funds on OSY. The program includes fourteen program elements that are required to be made available to youth participants. WIOA prioritizes work experience through a 20% minimum expenditure rate for the work experience program element. Please see section WIOA §129, 29 U.S.C. §3164 for more information about the core programmatic requirements.

WFSDallas seeks innovative proposals that reflect a clear approach to delivering a comprehensive system to disconnected youth. Proposals should be based on youth development principles and best practices that support, motivate, and prepare youth for continuing educational achievements, successful transition into adulthood, and long-term success in employment. The proposed service design and strategies must be age appropriate, and provide a unique customized mix of services that address the goals and needs of disconnected youth. The services must lead to the attainment of goals and performance measures for youth. This procurement is not “business as usual” for Dallas County disconnected youth. This is an opportunity for unique and innovative services that link youth to careers in high growth/high demand industries in the DFW area. WFSDallas is seeking a fresh approach to re-connecting youth, while demonstrating a cost effective service delivery plan through unique community and employer partnerships.

Proposals must include plans for addressing the differing needs of youth offering expanded services to all parts of Dallas County. The intensity and methods of delivering youth services should be flexible to ensure responsiveness to the individual needs of youth as they age and develop with a heavy emphasis on out of school youth. A variety of workforce activities must be available to assist youth in identifying personal and vocational interests and begin to clarify long-term employment goals. It is critical for youth to master the developmental tasks associated with job-readiness that are key to long-term employment success.

WFSDallas' youth program has an increased emphasis on individual participant needs by establishing career pathways as part of both the objective assessment and development of the individual service strategy. The program design must include strong connections to employers, including small employers, high growth industry sectors and occupations. Please see the board's key industry sectors located in the 2017 RWLC Annual report at: [www.wfsdallas.com](http://www.wfsdallas.com)

WIOA calls for customer-focused services based on the needs of the individual participant. This includes the creation

of career pathways for youth as part of a youth's individual service strategy. Youth are closely involved in the proposed design and implementation of services to ensure their buy-in and needs are met.

**Current Youth Numbers and Demographics**

WFSDallas is seeking innovative youth system proposals to increase the number of youth served throughout Dallas County. The current numbers and demographics for the period of **March 1, 2018 – February 28, 2019** include:

<b>891 Total Youth Served</b>	
423	Male
468	Female
890	Out of School Youth
1	In School Youth
228*	White
601*	African American
231*	Hispanic
34*	American Indian
8*	Asian
1*	Hawaiian Pacific Islander

*\*Youth may be included in more than one category*

**Eligibility**

Individuals that meet the definition of Eligible Youth in WIOA § 129(a), 29 U.S.C.§3164(a) and subject to compliance with WIOA § 189(h), 29 U.S.C. §3249(h), and in accordance with applicable rules in 40 Texas Administrative Code (TAC), Chapter 841 and TWC directives. Please see TEGL 21- 16.

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_21-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf)

For additional information on eligibility, refer to Texas Workforce Commission (TWC) Guidance at:

<https://twc.texas.gov/partners/workforce-innovation-opportunity-act-wioa#acronymTitleworkforceInnovationAndOpportunityActwioaacronymGuidance>

The proposed WFSDallas Youth System offers:

- An objective assessment of the academic levels, skill levels, and service needs of each participant,
- Service strategies for each participant,
- Innovative and strategic activities that lead to the attainment of a secondary school diploma or its recognized equivalent or a recognized post-secondary credential,
- Preparation for post-secondary educational and training opportunities,
- Linkages between academic instruction and occupational education that leads to the attainment of recognized post-secondary credentials,
- Preparation for unsubsidized employment opportunities, and
- Connections to employers within the high growth/high demand industry sectors of Dallas County, and occupations of the local and DFW regional labor markets.

**WIOA Youth System Design**

Proposals will address how the following requirements will be met as part of an overall WIOA youth system design:

1. Eligibility determination and verification of WIOA registration
2. Comprehensive Assessment
3. Individual Service Strategy
4. Comprehensive case management
5. WIOA data validation and record keeping
6. Information and referrals for non-WIOA- eligible youth
7. WIOA performance
8. The Workforce Information System of Texas (TWIST)

## **Fourteen Program Elements**

WFSDallas' WIOA Youth System will make available all **fourteen (14) elements** – please see the Department of Labor's TEGL: [https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_21-16\\_Acc.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16_Acc.pdf) **Bidders who lack the delivery system to deliver all fourteen elements must identify partners to fulfill their obligations within the youth system.** Please include Memorandum of Understanding(s), Contract, or Letter(s) of Collaboration, must contain the following information:

- A description of what youth services will be provided by each partner
- Method of referral between partners
- Duration of the Memorandum and procedures and
- Other provisions as agreed upon by parties to the MOU.

**Comprehensive guidance and counseling activities** to assist youth in making sound decisions regarding their education and professional plans and goals. Counseling and guidance activities related to life choices may include assisting youth to:

- Deal with the pressures of life
- Resolve interpersonal conflicts with others
- Avoid and/or resist peer pressure
- Understand how educational/vocational choices impact their future life style
- Life Skills training (budgeting, time management, etc.)
- Drug and alcohol abuse counseling

**Financial Literacy education** – supporting the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building or other savings goals. Please review <https://twc.texas.gov/files/jobseekers/wioa-guidelines-twc.pdf> for additional information.

**Services that provides labor market and employment information about the targeted industry sectors or occupations available within the local area** – career awareness, career counseling and career exploration

**Tutoring, study skills training, and instruction and evidence based dropout prevention and recovery strategies** – that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.

**Entrepreneurial skills training** including, but not limited to, knowledge of start-up business models, writing business plans, financial management, basic accounting and finance principles, legal and risk management marketing needs and planning, customer service and time management, HR issues, record keeping and taxes.

**Paid and unpaid work experiences** that have an academic component and occupational education which may include summer employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. Please refer to categories listed in Workforce Innovation and Opportunity Act. Work experience assists youth understand proper workplace behavior and what is necessary in order to attain and retain employment. These important skills assist youth in understanding the world of work and its requirements. Work experiences can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. *Not less than 20% of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities.*

**Occupational skills training** WFSDallas is committed to creating a pipeline of skilled youth needed by Dallas area businesses. This will require post-secondary education and/or skills training to attain industry standard certifications. Training must align with the Board's approved targeted occupations list. Please refer to <https://twc.texas.gov/files/jobseekers/wioa-guidelines-twc.pdf>

**Leadership development opportunities** encourage responsibility, employability, and pre-employment training. Other positive social behaviors are citizenship skills, which according to the Workforce Innovation and Opportunity Act include a variety of activities designed to guide youth toward becoming mature adults, good neighbors and conscientious

citizens. Activities for citizenship skills may include, but are not limited to: life skills instruction, decision-making skills training, cultural diversity instruction, community service projects, self-esteem building activities, and real life skills. Other leadership development opportunities may also include, but are not limited to: peer-centered activities, including peer mentoring and tutoring, community service learning projects, exposure to post-secondary educational opportunities and work simulation. Please refer to <https://twc.texas.gov/files/jobseekers/wioa-guidelines-twc.pdf>

**Adult mentoring** for the period of program participation and a subsequent period, for a total of not less than 12 months. Please review <https://twc.texas.gov/files/jobseekers/wioa-guidelines-twc.pdf>

**Supportive services**, such as transportation assistance, childcare, work attire/related tools, and eyewear, etc. Child care services are provided through another grant. WFSDallas is a recipient of childcare development funds through the Texas Workforce Commission. Childcare assistance is available and is not part of this procurement. Please refer to <https://twc.texas.gov/files/jobseekers/wioa-guidelines-twc.pdf> .

**Follow-up services** for not less than 12 months after the youth are exited from the program, as appropriate. The contractor will provide the appropriate services/activities to enhance the youth's academic/occupational progress to ensure long-term success. The type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome. (WIOA sec. 129(c)(2)(I)). (a) Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. (b) Follow-up services for youth may include: (1) The leadership development and supportive service activities; (2) Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise; (3) Assistance in securing better paying jobs, career pathway development, and further education or training; (4) Work-related peer support groups; (5) Adult mentoring; and/or (6) Services necessary to ensure the success of youth participants in employment and/or post-secondary education.

**Alternative secondary school instruction or dropout recovery services** - alternative secondary school instruction will be available through the AEL grant\*. *\*Workforce Solutions Greater Dallas is the recipient of Adult Education and Literacy funds through the Texas Workforce Commission. Many disconnected youth ages 16 to 24 meet eligibility requirements for both WIOA youth activities and the AEL grant. Co-enrollment between these two programs is encouraged to disconnected youth.* Please see our website for our AEL Services: <https://www.wfsdallas.com/ael/>

**Activities that help youth prepare for and transition to post-secondary education and training** – this element is available through the AEL Grant. <https://www.wfsdallas.com/ael/>

**Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster** this program element reflects the integrated education and training model and requires integrated education and training to occur concurrently and contextually with workforce preparation activities and workforce training. This program element describes how workforce preparations activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. (WIOA sec. 129(c)(2)(E))- this element is available through AEL Grant. <https://www.wfsdallas.com/ael/>

### 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.

<b>Date</b>	<b>Activity</b>
Sunday, March 3, 2019	Notice published in Dallas Morning News
Thursday, March 7, 2019, 1:00 p.m. CST	Issuance of RFP
Tuesday, March 19, 2019, 4:00 p.m. CDT	Deadline for Bidders' Questions and Register for Bidders' Conference Call @ <a href="mailto:procurement@wfsdallas.com">procurement@wfsdallas.com</a>
Wednesday, March 20, 2019, 2:00 p.m. CDT	Bidders' Conference Call 1-866-244-8528, Passcode: 441339
Thursday, March 21, 2019, 5:00 p.m. CDT Friday, April 5, 2019, Noon, CDT	Questions/Answers posted on <a href="http://www.wfsdallas.com">www.wfsdallas.com</a> <a href="#">Answers to Questions received on April 4, 2019</a>
Thursday, April 4, 2019, Noon CDT	Deadline for Notice of Intent to Bid
Thursday, April 11, 2019 5:00 p.m. CDT	Deadline for Proposals
Thursday, April 11, 2019	Begin Evaluation of Proposals
Wednesday, April 17, 2019	Board Action for Consideration
April 2019 – June 30, 2019	Negotiation/Transition Period
July 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 Thursday, March 7, 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 Thursday, April 11, 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:

**Workforce Innovation and Opportunity Act  
Youth 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 April 11, 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 NOTICE OF INTENT TO BID

A Notice of Intent to Bid is mandatory for all bidders planning to submit a proposal. This is a required step in the process and will be used to create the list of potential respondents. This list will be used to notify the respondents of all communication during this procurement process. (See Attachment O – Notice of Intent to Bid) Bidders that fail to submit a Notice of Intent to Bid will not be eligible to submit a proposal in response to the request. However, submitting a Notice of Intent to Bid does not commit the respondent to submitting a proposal.

All Notices of Intent to Bid are due no later than **Thursday, April 4, 2019, Noon CDT**, to WFSDallas via e-mail at [procurement@wfsdallas.com](mailto:procurement@wfsdallas.com) or fax (214) 745-1110 or mail to:

**Workforce Innovation and Opportunity Act  
Youth System  
Attn: Procurement  
Dallas County Local Workforce Development Board, Inc.  
Ross Tower, 500 N. Akard Street, Suite 3030  
Dallas, Texas 75201**

## 2.3 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.

## 2.4 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.

## 2.5 BIDDERS' CONFERENCE

All interested respondents are encouraged to participate in the Bidders' Conference that will be held on **Wednesday, March 20, 2019 from 2:00 p.m. to 3:00 p.m. CDT via conference call by dialing (1-866-244-8528) code 441339 to provide clarification and interpretation for this Request for Proposals.** If there are any questions following the bidders' conference or pursuant to the amendment to the procurement, please submit via e-mail ([procurement@wfsdallas.com](mailto:procurement@wfsdallas.com)) or fax: (214) 745-1110 by **4:00 p.m. CDT April 4, 2019.**

Please register for the conference call by emailing [procurement@wfsdallas.com](mailto:procurement@wfsdallas.com). Include your name, organization, email address and contact number. This will ensure that we are able to communicate updates to the RFP and responses to the questions. Questions may be posed during the call with all questions and responses posted on March 21, 2019 at 5:00 p.m. CDT at [www.wfsdallas.com](http://www.wfsdallas.com). This conference offers potential bidders the opportunity to obtain guidance on the scope and nature of the work required in this RFP or to ask other technical questions concerning this solicitation.

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

## **2.6 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 **July 1, 2019 and ending June 30, 2020**. 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 ending June 30<sup>th</sup>. 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.

## **2.7 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.

The Workforce Innovation and Opportunity Act legislation is available at: <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>. Copies of other pertinent legislation may be found through the Texas Workforce Commission at <http://www.twc.state.tx.us>. Contractors selected will be required to assume full responsibility for all activities and services included in the contract. The Board will provide training on necessary documents and procedures to any contractors selected via this RFP. All bidders should include sufficient costs in their budgets to cover any anticipated training needs and technology requirements.

Responsible Contractor -- Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this Contract exactly as specified. Additionally, the Contractor assures the Board that its performance under the terms and conditions of this Contract will be in accordance with highest integrity and business ethics. If the Board determines, at its sole discretion, that the Contractor is not responsible 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.

## **2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 EVALUATION CRITERIA

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

- **Demonstrated Performance including Organizational Capacity/Qualifications** **70**  
The bidder must demonstrate organizational capacity, effectiveness and competence in delivering comparable or related services in the prior three years; the relevant experience and qualifications of its personnel; the financial and technical resources available and designated for this contract; and the proposer's administrative and fiscal accountability. Reviewers will look closely at contractor capacity to deliver WIOA youth services, current/past programmatic and fiscal performance to include (participant levels, status of performance measures, status of corrective action plans, status of monitoring reports, expenditure levels, timely submittal of invoices and close-outs).
- **Program Design** **80**  
Bidder must demonstrate a thorough understanding of the range of programs and services offered. Bidder must describe the overall innovative approach, design and strategies it will utilize to effectively deliver services and manage resources, provide quality customer services, collaborate with community partners, support WFSDallas' mission, contribute to the achievement of the Board's strategic goals, meet/exceed performance measures, and work to continuously improve performance and services. The bidder will utilize the information described in Part 1.2 and 3.0, to indicate the WIOA strategies to providing innovative youth system.

▪ <b>Financial Management and Organizational Stability</b>	<b>25</b>
The bidder must demonstrate its financial solvency and effective financial and administrative management systems, fiscal organizational structures, cash management system, financial resources, financial capacity, and knowledge in accordance with GAAP.	
▪ <b>Price/Cost Analysis/Value</b>	<b>25</b>
Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. Other areas of review for this section include: the cost allocation methodology, competitive indirect costs/overhead costs, proposed schedule for incentives/profit and in-kind matching funds. All costs are significant competitive variables in this procurement.	
<b>TOTAL POSSIBLE POINTS</b>	<b>200</b>

## 2.12 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 3.0 WIOA YOUTH SYSTEM DESIGN

Contractors will be selected to provide comprehensive youth system for WIOA eligible youth residing in Dallas County. The services available must include at a minimum: outreach, recruitment, intake and eligibility determination, comprehensive assessment, Individual Service Strategy (ISS)/Individual Employment Plan (IEP), comprehensive case management, counseling and guidance, follow up, referrals to appropriate resources, coordination of customer supportive services, job development and placement assistance, coordination with community partners, and business while delivering one or more of the WIOA elements. Please review the Department of Labor’s website for additional WIOA guidance at [www.doleta.gov](http://www.doleta.gov).

WFSDallas is seeking contractors to offer a youth system that places **primary emphasis** on serving **out-of-school youth (ages 16 to 24)**. A major change with the new WIOA legislation is the expenditure requirement of at least 75% on Out-of-School youth.

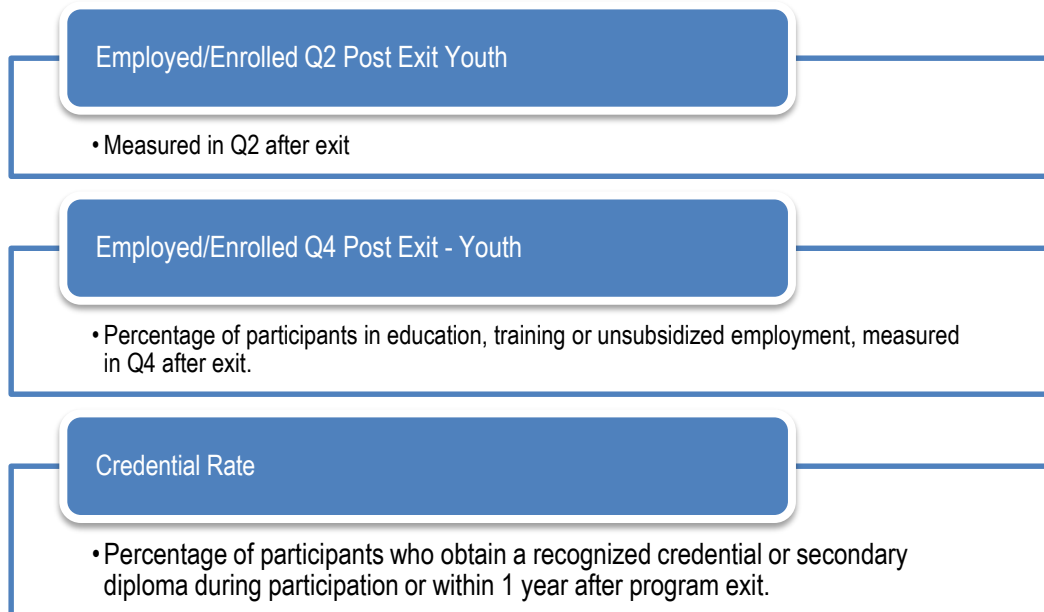
The OSY population may include youth in foster care, those aging out of foster care, youth offenders, children of incarcerated parents, homeless youth, school drop-out, youth in single one parent family, youth with disabilities, pregnant or parenting teens, youth who are basic skills deficient. Dallas County is home to a diverse population (African-Americans, Hispanics, Asian American and other ethnicities) all of whom are potential customers.

Dallas County demographics, from the 2013-2017 US Census American Community Survey 5-Year Estimates:

39.63%	Hispanic	30.22%	White
22.07%	Black/African American	5.96%	Asian
2.12%	Other		

### 3.1 WORKFORCE INNOVATION AND OPPORTUNITY ACT- YOUTH PROGRAM OUTCOMES

In order to provide successful services to youth, a comprehensive accountability system must be in place to determine contractor’s effectiveness in providing services. Contractors will be required to meet these potential performance outcomes and process measures. The final performance measures may be more stringent following release by the Texas Workforce Commission.



### 3.2 PROCESS MEASURES

The Board recognizes that benchmarking positive outcomes is a key component of performance management and is a proven method for setting goals to drive high performance results. To achieve this, the Board has developed the

following process measures to ensure successful performance. Board staff will monitor measures regularly and written reports will be provided to contractor. The contractor will be expected to promptly address any problem areas:

<u>Process Measure</u>	<u>Criteria for Meeting Performance</u>
Meeting enrollment goals	Attain contracted customer enrollment by January 31, 2020.
Adhere to ISS/IEP	Provide all services to youth in accordance with their ISS/IEP. Review and update ISS/IEP
Provide monthly progress reports	Submit monthly progress reports to Board staff for review and assessment of targeted goals.

## **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. Total Narrative is twenty five (25) pages maximum, excluding attachments, budget, and other required forms. 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 activities, collaborating partners, budget proposed and outcomes achieved. Please complete carefully. **Funds requested must be consistent on all forms submitted.** Based on a cost price analysis study, reasonable cost per participant for current providers is between \$2,500 and \$4,500. Costs will be compared on the basis of Cost per Contact Hour (as applicable) or Cost per Participant from this section.

#### **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
- 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. List of References, including liaison or contracting officer of any listed contract or funding source.
- S. Proof of bonding (If Applicable) and Certificates of Insurance/Insurance Binders.
- T. Organizational Chart
- U. Job Descriptions and Resumes
- V. Coordination Agreements

### 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; the financial and technical resources available and designated for this contract; and the proposer's administrative and fiscal accountability.*

1. List all youth, workforce development or related activities, education, training and services provided by the bidder during the last three years prior to this RFP. Non-related activities and services that illustrate a bidder's ability to successfully implement the program should also be included. For each contract or project provide the following information, as applicable;
  - a. Summary of contract to include name and contact information (including phone number) of a reference that will have knowledge of the contract/project results.
  - b. Project budget and percent of budget expended.
  - c. Planned versus actual performance outcomes.
  - d. If performance stated above was less than contracted outcomes, explain the circumstances and the changes implemented and/or planned to improve performance.
  - e. Any other verifiable data that may reflect the bidder's demonstrated performance.
2. Provide a summary of all EEO related complaints including a resolution for each complaint or on any that are pending resolution.
3. Describe your proposed organizational structure responsible for the management and operation of the WIOA youth system. Include key management and qualifications. Provide an organizational chart for the entire organization (submit as Attachment T).
4. What methods are used to evaluate staff performance and accountability that will result in positive outcomes?
5. Describe any proposed program facility (ies), in addition to existing workforce centers, in terms of space available, its location (including ZIP codes) and how readily accessible it is to public transportation route and meets ADA requirements. Describe any arrangements for transportation to training site(s) located outside the geographical target zones or otherwise necessary for special populations (persons with disabilities) or programs; what provisions will be made for necessary insurance or accident coverage and parent permission. *Facilities must meet Americans with Disabilities Act (ADA) requirements and ensure access to individuals with disabilities.* Texas Workforce Commission requires that all Local Workforce Development Boards use the 2012 Texas Accessibility Standards to ensure that all contractor sites are in compliance with the Americans with Disabilities Act (ADA). Please see the attached web link:  
<https://www.tdlr.texas.gov/ab/abtas.htm>
6. What self-monitoring systems are in place to ensure the program is operating efficiently and cost-effectively, while complying with Federal, State and local employment laws, rules and regulations? How will reports be used to implement improvement strategies for performance and services? How do you identify areas of high risk and implement steps to minimize those risks?
7. Texas Workforce Commission requires that all data be managed through the State sponsored system, The Workforce Information System of Texas (TWIST). What processes are in place to ensure timely data management and data integrity?
8. Describe additional resources that will assist in effectively operating and managing a WIOA youth system.

## **B. PROGRAM DESIGN**

*The bidder must demonstrate a thorough understanding of the range of WIOA programs and services to be offered. The bidder must describe the overall innovative approach, design and strategies it will utilize to effectively deliver services and manage resources, provide quality customer services, collaborate with community partners, support the mission and vision of WFSDallas, contribute to the achievement of the Board's strategic goals, exceed performance measures, and work to continuously improve performance and services.*

1. Describe specific strategies in response to WIOA requirements which results in creating and implementing a seamless youth system that is realistic and appropriate to meet performance goals and will result in a career path, productive employment, high wages and retention.
2. Provide a Program Elements flowchart that illustrates the sequence of all proposed activities and services.
3. Describe the process and sources for benchmarking performance and expenditure results and explain how the benchmarking process will ensure performance and expenditures standards/levels that exceed measures.
4. Describe methods to manage performance as a participant progresses through the program from enrollment, employment placement and retention.
5. Describe your exit strategy to ensure participants will achieve required performance measures.
6. Describe how you will identify, develop and maintain relationships with employers and other partners, which will result in positive outcomes for employment and retention.

### **Outreach and Recruitment**

1. With the 75% expenditure requirement for out-of-school youth (OSY), please describe outreach strategies for OSY populations and disconnected youth. Describe use of technology/social media to outreach youth. How will you outreach school drop-outs, individuals who are subject to juvenile or adult justice system, homeless, pregnant or parenting, youth with a disability, foster youth, aging out of foster care, and low-income individual? Please be specific and provide letters or MOUs to support partnerships for outreach.
2. Provide details of the population proposed for services; include the number of participants to be served, include the significant segment of demographics, their age(s), grade level, basic skills functioning levels, their barriers to completing education or training and placement in a high growth/high demand occupation; and the competencies they will attain, etc.
3. Describe services to meet the needs of out-of-school youth ages (16-24), explain how you will build and strengthen partnerships with community organizations to effectively recruit, engage, and sustain out-of-school activities. Describe why your program is something that youth want and will assist them in achieving their goals towards self-sufficient employment.
4. Describe the bidder's methods for orientation and any planned innovations to meet your enrollment goals by January 31, 2020.
5. How will you create an environment that promotes commitment to personal development and successful outcomes by participating in your proposed WIOA youth system? How will this be measured?

### **Intake and Eligibility Determination**

1. Indicate how you will facilitate youth participating in the program; understanding the WIOA eligibility process, documenting eligibility determination, and conducting assessment and career planning. Indicate how you will expedite the eligibility process to avoid creating unnecessary delays and burdens to OSY program enrollment.
2. How will customers not eligible for WIOA youth services be referred to other community partners for services? Please be specific regarding resources.

### **Case Management and Job Development**

1. Describe case management and include how the bidder will work with community partners to refer youth to wrap-around services in order to maximize available resources and avoid duplication and meet the needs of youth.
2. What is the anticipated case load that case managers funded by this project will have?

3. Describe how you will ensure that front-line program staff have sufficient time and support to provide the highest quality youth services.
4. Explain the process to maintain up-to-date participant counseling files inclusive of the ISS/IEP and data entry in TWIST.
5. Indicate the approximate number of contacts with participants that your case managers will make and how you will document the contacts.
6. Describe your processes for securing employer partnerships and your process for connecting youth to high/growth high demand jobs.
7. WIOA requires expenditures of a minimum of 20% for work experience activities. Please describe your job development processes.

#### **Comprehensive Assessment of Eligible Youth- ISS/IEP Development**

1. Describe assessment processes for youth, type of assessment instruments used, how assessment results will be used in the development of an Individual Service Strategy (ISS)/Individual Employment Plan (IEP), and include the provision of support services.
2. Describe how the comprehensive assessment will include academic levels, skill levels, and service needs of each participant.
3. Describe how your program will help participants build sustainable career pathways that focus on long-term career goals and upward mobility and not just short-term employment needs.
4. How often will the ISS/IEP's be revisited and updated; include specific steps on how this will take place?

#### **Delivery of WIOA Program Elements (See Section 1.2)**

Project your capacity within each program element (cohort based or individualized). Acknowledge that some youth many not need all fourteen elements **however all must obtain full-time employment.**

- Describe how your approach will prepare youth to be resilient in the job market.
- Please indicate capacity, service strategies, outcomes and staffing model to deliver the fourteen elements below:

#### **Comprehensive Guidance & Counseling**

1. Describe how you will assist youth in making sound decisions regarding their education and professional plans and goals.
2. Describe activities that you will offer youth.

#### **Tutoring, Study Skills Training and Instruction, Paid and Unpaid Work Experience**

#### **Occupational Skills Training, Entrepreneurial Skills Training, Financial Literacy and Education Labor market employment information, Adult Mentoring and Leadership Skills**

- Describe your approach toward offering a wide range of training services to participants, such as occupational skills training, which will result in positive outcomes.
- Describe your approach toward offering a wide range of work-based learning activities, such as apprenticeships, internships and work experiences to appropriate participants. Discuss how you will identify which participants are appropriate for these activities.
- Describe your WIOA youth strategy that illustrates a connection between learning and work.
- Describe Science, Technology, Engineering and Math (STEM) activities, workshops and/or trainings you plan to implement into your program design. Explain how these activities will relate to positive outcomes.
- Describe job development strategies to meet the required minimum of 20% on work experience opportunities that will help youth obtain employment, high wages and retention which may include internships.
- Explain how you will prepare youth for careers in high growth/high demand occupations and the overall approach to re-connecting youth through unique community and employer partnerships.

### **Support Services**

Describe how you will offer support services (transportation, work attire/work related tools, etc.) As indicated in Section 1.2, WFSDallas is a recipient of child care development funds with child care assistance available and not part of this procurement.

### **Follow-up**

Discuss how follow-up services will be conducted and documented for a minimum of 12 months after the participants exit from the program. Include how you will ensure participants remain on their targeted career path after exiting from the program.

### **Alternative secondary school or dropout recovery services, Activities that help youth prepare for and transition to post-secondary, and Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.**

Discuss how you will coordinate with the existing **Dallas County AEL Consortium** to deliver the program elements for participants in need of these activities.

### **Performance**

- State specific methods, which may increase the number of successful program completions and other positive terminations.
- Discuss how you will ensure that participants remain on their targeted career path after exiting from the program.

### **Partnerships**

Describe bidder's established linkages and coordination activities with employers, education, service providers and other community resources. Please identify each agency involved and a brief description of the services to support the delivery of all fourteen elements.

### **Special Projects (only if applicable)**

Innovative full service special projects targeting high risk opportunity youth with emphasis on high poverty areas (28%+) identified zip codes: 75247, 75210, 75246, 75226, 75216, 75215, 75237, 75212, 75232, 75217, 75203, 75231, 75141, 75172, and 75224. Optimal proposers are non-profit organizations with proven experience in youth programs, financially sound, and available to start immediately. All bidders are welcome. Proposers must outline effective recruitment and retention strategies to involve under-served populations experiencing significant barriers to employment (*non-custodial teen parents, background challenged, gang-affiliated, emancipated youth, etc.*).

## **C. FINANCIAL MANAGEMENT AND ORGANIZATIONAL STABILITY**

( Please see TWC FMGC web link for more information: <https://twc.texas.gov/agency/texas-workforce-commission-financial-grant-information>)

1. Describe the bidder's fiscal management system, fiscal organizational structure, cash management, financial capacity and knowledge in accordance with General Accepted Accounting Principles (GAAP).
2. Provide bidder's current sources of funding and the percent of the total each source represents.
3. Describe payroll, leave, and travel policies, and how related documentation and files are maintained. All allowable travel expenditures will be reimbursed based on State Law (e.g. mileage, per diem, etc.) or the applicable funding source.
4. Describe the bidder's internal fiscal monitoring systems and techniques used to measure budgeted vs. actual costs.
5. Describe how any disallowed costs will be re-paid consistent with Texas Administrative Code, Title 40, Part 20, Chapter 802.
6. Provide a copy of the bidder's most recent audit and management letter performed by an Independent Certified Public Accounting Firm. If not available, provide an explanation. In addition, please provide a



statement of how any audit findings have been resolved including any potential liabilities that might affect the ability to perform a contract if awarded. Liabilities include, but not limited to, those that have not been presented in the audit and subsequent events.

7. Nonprofit organizations must submit a copy of their most recent IRS Form 990.
8. Describe the bidder's procurement process to ensure cost reasonableness is determined for all purchases.
9. Provide any additional information that would demonstrate the bidder's financial and organizational stability.

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

1. Indirect costs will be competitive. If indirect costs are requested in this proposal, please provide a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate.
2. Profit/Incentives will be competitive. Provide a detailed schedule for any proposed incentives/profit. All incentives/profits are subject to negotiation.
3. Describe any in-kind or matching funds contributed to this project.
4. Describe how the bidder will meet the requirement for having sufficient financial resources to cover a 4-6 week period before being reimbursed.

#### **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 provided for youth programs, but not charged to Board, should be noted as "in-kind". Similarly, staff time devoted to the proposed project, but paid by others should be listed as "in-kind" or "Paid by Others" in the Staff Allocation Plan. Such "In-kind" contributions and their costs should also be reported in the narrative. If any cost item in the proposed budget is to be provided by bidder from other sources, and not paid for by the Board, listing that item as "In Kind" will assure the Board that an important cost item has not been overlooked.

**Salary Allocation Plan** - (Attachment E) provides sufficient back-up data for Line Item A.1, "Salaries", in conjunction with the Narrative; however, the narrative must contain adequate job descriptions to enable the Board to determine that 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. **(Not solicited in this RFP).**

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. **(Not solicited in this RFP).**

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/fmgc/fmgc\\_toc.html](http://www.twc.state.tx.us/business/fmgc/fmgc_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. **(Not solicited in this RFP)**
- 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. SCHOOL DROP OUT. In WIOA, the term "school dropout" means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- JJ. STATE means the Texas Workforce Commission (TWC) and/or the Governor of the State of Texas.
- KK. SUPPORTIVE SERVICES refers to services following an individual's assessment which are determined to be necessary to enable an individual eligible for program services under WIOA, but who cannot afford to pay for such services. Supportive services may include transportation, child care, counseling, and other reasonable expenses required for participation.



- LL. 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). **(Not solicited in this RFP)**
- MM. 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>.
- NN. 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. **(Not solicited in this RFP)**
- OO. 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.
- PP. 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)
- QQ. THE WORKFORCE INFORMATION SYSTEM OF TEXAS (TWIST) is the automated Management Information System; also called Client Management System.
- RR. 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. **(Not solicited in this RFP)**
- SS. WORK IN TEXAS (WIT) is the Texas Workforce Commission internet based job matching and referral system for Employer and Job Seeker customers.
- TT. 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.) They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem solving skills, and acquiring an improved self-image. Please note: this term applies to the current WIOA statutory youth measures only; it does not apply to the common measures.
- UU. 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.