Request for Proposals

Adult Education and Literacy
English Language Acquisition

ISSUE DATE JULY 9, 2015, 1:00 P.M., CDT
RESPONSE DEADLINE AUGUST 6, 2015, 5:00 P.M., CDT
TABLE OF CONTENTS

INTRODUCTION ............................................................................................................................................................ 4

Workforce System Principals .................................................................................................................................... 5

PART 1.0 GENERAL INFORMATION ...................................................................................................................... 5
  1.1 Purpose of Request for Proposal .......................................................................................................... 5
  1.2 Activities and Services Solicited ........................................................................................................... 6
  1.3 Activities and Services NOT Solicited ................................................................................................... 8
  1.4 RFP Schedule of Events ......................................................................................................................... 8

PART 2.0 REQUESTS FOR PROPOSAL COMPONENTS ...................................................................................... 9
  2.1 Administration of this RFP ..................................................................................................................... 9
    A. Issuance .............................................................................................................................................. 9
    B. Response Deadline ............................................................................................................................. 9
  2.2 Withdrawal of a Proposal ....................................................................................................................... 9
  2.3 Open Records .......................................................................................................................................... 9
  2.4 Bidders’ Conference ............................................................................................................................. 10
  2.5 Contract Awards .................................................................................................................................... 10
  2.6 Eligible/Competency Bidders ............................................................................................................... 10
  2.7 Governing provisions ........................................................................................................................... 11
  2.8 Contractor Selection ............................................................................................................................. 14
  2.9 Proposal Evaluation Process ............................................................................................................... 15
  2.10 Evaluation Criteria .............................................................................................................................. 15
  2.11 Bidder Inquiry and Appeal Process ................................................................................................... 15

PART 3.0 SYSTEM DESIGN ................................................................................................................................... 17
  3.1 AEL Program Outcomes ...................................................................................................................... 17
  3.2 Process Measures .................................................................................................................................. 18

PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION .............................................................................. 19
  4.1 Instructions for Submitting a Proposal .............................................................................................. 19
4.2 Response Checklist and Order of Submission ................................................................. 20
4.3 Instructions for the Proposal Narrative ........................................................................... 21
4.4 Instructions for Completing Budget Forms ...................................................................... 22

PART 5.0 ASSURANCES AND CERTIFICATIONS ..................................................................... 24
PART 6.0 DEFINITIONS OF KEY TERMS - WIOA ................................................................. 34
PART 7.0 COMMONLY USED ACRONYMS - AEL ................................................................. 40
PART 8.0 DEFINITIONS OF KEY TERMS - AEL ................................................................. 41
PART 9.0 ATTACHMENTS
Attachment A Proposal Cover Sheet
Attachment B Executive Summary
Attachment C Proposal Narrative
Attachment D Cost Reimbursement Budget
Attachment E Salary Allocation Plan
Attachment F Budget Back-up
Attachment G Administrative Management Survey
Attachment H Fiscal Management Systems Survey
Attachment I Certification of Bidder
Attachment J Certification Regarding Debarment
Attachment K Certification Regarding Drug-Free Workplace
Attachment L Certification Regarding Lobbying
Attachment M Certification Regarding Conflict of Interest
Attachment N Texas Corporate Franchise Tax Certification
INTRODUCTION

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

Mission

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

Vision

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

- Ensure Dallas County employers have a trained workforce and labor market services to increase competitive advantage, and to maximize economic development opportunities for Dallas County
- Ensure Dallas County people have access to high-quality labor market information, quality training and services that facilitate finding jobs, retaining employment or obtaining better jobs in the local economy
- Ensure Dallas County people have access to literacy, education and workplace skills as needed for employment, education and career opportunities
- Be recognized by customers and stakeholders as the responsive and effective workforce system of choice
Workforce System Principles

- **Universality** means access of all population groups to a broad array of services and information from a comprehensive assortment of education, employment, and training programs. The Greater Dallas Workforce System operates on the belief that true competitive advantage lies in the ability of people to think, to identify and analyze problems, and to work cooperatively to solve them.

- **Customer choice** empowers, enhances, and determines customer satisfaction. Adequate information and resources exist to provide every customer, both job seeker and employer, with up-to-date information that is easy to access and meaningful. Customer choice is a shared responsibility and requires the system to inform every customer of the options and advantages to services.

- **Integration of systems, resources, and services** is an ultimate principle that goes beyond co-location and technological access to provide a seamless, workforce solution to all potential customers, job seekers, and employers.

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

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)

The Dallas County Local Workforce Development Board, Inc., d.b.a. Workforce Solutions Greater Dallas (WFSDallas) referred to as the “Board” is soliciting proposals from additional qualified organizations to provide Adult Education and Literacy (AEL) and English Language Acquisition (ELA) services within the City of Dallas and Dallas County, in accordance with Adult Education and Family Literacy Act (AEFLA) and any related U.S. DOL, U.S. DOE, HHS, and Texas Workforce Commission (TWC) rules and regulations, policies, directives and the Board Plan. U.S. Department of Labor has not issued the regulations for WIOA at the time of release of this RFP. Proposers are advised to consult the Department's website for the Notice of Proposed Rulemaking (NPRM) at [http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05540.pdf](http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05540.pdf) for program guidance and any updates on AEL services.

This Request for Proposal (RFP) provides a uniform method for the procurement of AEL/ELA services, 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 US DOL, US DOE, HHS, 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

Residing in Dallas County, there are approximately 342,884 individuals who do not possess a high school diploma or equivalent, according to the Texas Workforce Commission. Forty percent (40%) of the Dallas County population speaks a language besides English in the home. Please see the Dallas County map below of the residential locations of the highest concentration of the targeted population.

The 2014 Workforce Innovation and Opportunity Act (WIOA) formalizes the role of adult education in assisting English language learners to acquire the skills needed to succeed in the 21st century economy. Adult Education and Literacy (AEL) English Language Acquisition (ELA) services, will meet the following goals:

- assist eligible individuals to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency;
- assist eligible individuals who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; and
- assist eligible individuals in the completion of a secondary school education.

WFSDallas has six (6) consortium partners providing AEL services in Dallas County offering adult literacy education. The partners include: Arbor E & T dba ResCare Workforce Services, Dallas County Community College District, Irving Independent School District, Region 10 Education Service Center, Richardson Independent School District and Wilkinson Center. Existing providers do not have to propose.

This RFP seeks eligible and qualified bidders to provide services to adults resulting in literate functioning that enables:

- acquisition of high school diploma or equivalent;
- participation in job training and retraining programs;
- employment;
- continue education to complete secondary school; and
- preparation for postsecondary education.

The proposed service design and implementation strategies must be adult oriented and provide a unique customized mix of services that address the goals and needs of the eligible population. The services must lead to the attainment of AEL/ELA goals and performance measures provided in this RFP.

The eligible population may include:
- Individuals lacking in sufficient mastery of basic educational skills to enable the individuals to function effectively in society;
- Individuals that do not have a secondary school diploma or its recognized equivalent, or have not achieved an equivalent level of education;
- Individuals who are unable to speak, read, or write the English language; or
- A school dropout, as defined by the state law (a youth ages 16 or older).

The WFSDallas AEL/ELA program will offer:
- An objective assessment of the academic levels, skill levels, and service needs of each customer,
- 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,
- Connections to employers within the high growth/high demand industry sectors of Dallas County, and occupations of the local and DFW regional labor markets.

Proposals will address how the following requirements will be met as part of an overall AEL/ELA program design:

1. Orientation including eligibility determination and verification (pre-testing and assessment)
2. Individual training, education and career plans
3. Instructional delivery of AEL/ELA activities
4. Data management and record keeping including use of the Texas Educating Adults Management System (TEAMS)
5. Collaboration with community partners
6. Self-monitoring and data management

Bidders may bid on one or both program elements indicated below.

1. Adult Basic Education/Adult Secondary Education (ABE/ASE) – curriculum and instruction will include, but not limited to: (projected to serve 2,620 customers within this program element)
   - approaches that enable customers to obtain the GED credential;
   - approaches that involve tutoring, peer mentoring, scheduling, or other variations in instruction;
   - integrated reading and writing skills that uses instructional practices, such as phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read;
   - instructional techniques and materials specific to preparation for tests required for being issued a Certificate of High School Equivalency;
   - a strong foundation of evidenced-based educational practice for numeracy development for the target populations;
   - technology integration, including distance learning;
   - college and career awareness activities integrated into or provided outside of regular classroom instruction, to include integration of student success skills, career exploration, and college knowledge;
• approved ABE/ASE curriculum
• instruction based on customer, community, or local employment needs;
• instructional services and curriculum designed for low-level literacy customers; and
• activities that promote active, independent learning and learner leadership.

2. **English Language Acquisition (ELA) Instruction** – curriculum and instruction will include, but not limited to: (projected to serve 600 customers within this program element)
• approaches that involve tutoring, grouping, peer mentoring, or other variations in instruction and learning;
• integrated reading and writing skills that uses instructional practices, such as phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read and write in a non-native language;
• proven or evidence-based instructional techniques and learning strategies that support oral skills development for LEP customers;
• technology integration, including distance learning;
• college and career awareness activities integrated into or provided outside of regular classroom instruction, to include integration of customer success skills, career exploration, and college knowledge;
• contextualized curriculum and instruction based on customer, community, or local employment needs;
• instructional services and curriculum designed for low-level literacy customers; and
• activities that promote active, independent learning and learner leadership.

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, and contractor selection and technical assistance, these are retained by the Board. In addition, intake and eligibility determination is not solicited in this RFP. Arbor E & T dba ResCare Workforce Services, the WFSDallas contractor for operation and management of workforce centers, will provide the intake and eligibility determination service.

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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
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<tbody>
<tr>
<td>Tuesday, July 7, 2015</td>
<td>Notice published in Dallas Morning News</td>
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<tr>
<td>Thursday, July 9, 2015</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>Monday, July 20, 2015</td>
<td>Deadline for Bidders’ Questions</td>
</tr>
<tr>
<td>Tuesday, July 21, 2015</td>
<td>Bidders’ Conference Call – 1-866-244-8528</td>
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<tr>
<td></td>
<td>Passcode: 441339</td>
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<tr>
<td>Wednesday, July 22, 2015</td>
<td>Questions/Answers posted on <a href="http://www.wfsdallas.com">www.wfsdallas.com</a></td>
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Thursday, August 6, 2015 5:00 p.m. CDT | Deadline for Proposals
---|---
Friday, August 7, 2015 | Begin Evaluation of Proposals
Wednesday, August 19, 2015 | Board Action for Consideration
Tuesday, September 1, 2015 | 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, July 9, 2015 and available to download from the Board's website: [http://www.wfsdallas.com](http://www.wfsdallas.com). If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214) 290-1000. Copies of the RFP are also available at 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, August 6, 2015, 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:

AEL/ELA RFP
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 August 6, 2015 at 5:00 CDT. The Board is not responsible for any errors of omission or otherwise on the part of the U.S. Postal Service or other carrier regarding proof of mailing. No fax or emailed of proposal will be accepted.

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

2.3 OPEN RECORDS
Proposals submitted in response to this RFP are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. No documents relating to this procurement will be presented or otherwise made available to any other person, agency, or organization until after the funding award. Any confidential, privileged or proprietary information contained within a proposal must be clearly identified by the proposer in the proposal itself (each applicable page labeled). The aforementioned information will be kept confidential by WFSDallas to the extent permitted by State law.
2.4 BIDDERS’ CONFERENCE
All interested respondents are encouraged to participate in the Bidders’ Conference that will be held on July 21, 2015 from 11:00 a.m. to 12:00 a.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, please submit via e-mail or fax: (214) 745-1110 or email to procurement@wfsdallas.com by 8:00 a.m C.D.T. July 20, 2015. Questions may be posed during the call with all questions and responses posted on July 22nd at 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 directors, 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.

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

B. Contract Period
The anticipated contract period will begin **September 1, 2015 and ending June 30, 2016.** The Board may extend the contract for up to four (4) additional one year terms. The contractor will be required to provide an annual closeout by program for each year ending June 30th. Offers to extend contracts are at the sole discretion of the Board, based on satisfactory performance, compliance with contractual obligations, and other factors as determined by the Board. The Board reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

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

2.6 ELIGIBLE/COMPETENCY BIDDERS
For-profit entities are not eligible bidders.

The eligible bidders may include Local Educational Agencies (LEA), Community Based Organizations (CBO), volunteer literacy organizations, Institutions of Higher Education (IHE), public or private non-profit entities, libraries, public housing authorities and nonprofit institution that is not previously described and has the ability to provide literacy services to adults and families. All are eligible to respond to this RFP and compete for funding.
The prospective recipients of Federal assistance funds certifies, 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 Adult Education and Literacy Act can be found at http://www2.ed.gov/policy/adulted/leg/legis.html. 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 all 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.

2.7 GOVERNING PROVISIONS AND LIMITATIONS
A. The main purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of AEL/ELA services under the Adult Education and Literacy Act (AEFLA). This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Dallas County Local Workforce Development Board, Inc. to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.

B. The Board reserves the right to accept or reject any or all proposals received, 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. As applicable, the selected provider must comply with the Sarbanes Oxley Act.

S. The selected provider must have a disaster plan in place upon execution of contract.

T. All contractors shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 by: maintaining fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state, and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.
2.8 CONTRACTOR SELECTION PROCESS
Selection of contractors shall be in accordance with the principles stated in the Board's plan and State plans, as well as other applicable laws, regulations and policy issuances from Federal, State, and Local entities.

A. A consideration in selecting agencies or organizations to deliver services shall be the demonstrated performance of the agency or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for demonstrated performance. Other performance with this Board will be considered in the evaluation of proposals received in response to this RFP.

B. Funds provided under this RFP shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from the Federal, State or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area's performance goals.

C. The proposal review process will include: evaluation, rating, and ranking of proposals by professional staff or qualified outside evaluators using the general criteria specified in Part 2.11 below. The proposal review process will also include review, approval to negotiate and selection for award of contract by the Board of Directors.

D. The selection of all contractors shall be made on a competitive basis to the extent practicable, and shall include:

- Determination of the contractor's ability to provide AEL/ELA 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.


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 Texas Educating Adults Management System (TEAMS), or any subsequently developed and required State system, to maintain all customer records required to be tracked and reported to the Texas Workforce Commission in the manner and timeframe required by the Commission.
I. Contractor may be provided with inventory upon execution of contract and will assume complete responsibility for updating and maintaining during the contract period.

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

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

- **Organizational Capacity/Qualifications and Demonstrated Performance** 25
  The bidder must demonstrate organizational capacity, effectiveness and competence in delivering comparable or related services in the prior three years; the relevant experience and qualifications of its personnel; the financial and technical resources available and designated for this contract; and the proposer's administrative and fiscal accountability.

- **Program Design** 25
  The bidder must demonstrate a thorough understanding of the range of 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, meet/exceed performance measures, and work to continuously improve performance and services.

- **Financial Management and Organizational Stability** 25
  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.

- **Price/Cost Analysis/Value** 25
  Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. Other areas of review for this section include: the cost allocation methodology, competitive indirect costs/overhead costs, proposed schedule for incentives/profit and in-kind matching funds. All costs are significant competitive variables in this procurement.

**TOTAL POSSIBLE POINTS** 100

2.11 BIDDER INQUIRY AND APPEAL PROCESS

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

**Step1. Request for Debriefing** -- Bidders not selected by this procurement process may appeal the decision by submitting within 10 working days of the receipt of Board notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement
process and how the proposal or offer was received and ranked. The Board shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled briefing. The briefing shall be scheduled, as soon as possible, and no later than 10 days from the receipt of the Request for Debriefing. (NOTE: The Board extends the courtesy of offering a briefing to any bidder who is not selected for funding; the 10 day time frame must be adhered to only if a bidder is considering an appeal.)

Step 2. 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.

Step 3. 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.

Step 4. 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.

Step 5. 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.

Step 6. **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.

Step 7. **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 PROGRAM DESIGN**

Contractors will be selected to provide a comprehensive AEL/ELA program for adults residing in Dallas County. The services available must include: outreach, recruitment, intake and eligibility determination, orientation, assessment and placement, education and career plans, training, documentation and data management (including the TEAMS web-based reporting tool), instructional delivery and collaboration with community partners. WFSDallas is seeking contractors to offer AEL/ELA services to eligible adults. Please refer to Part 1.2 of the RFP for description of the eligible population.

**3.1 ADULT EDUCATION AND LITERACY GRANT PROGRAM OUTCOMES**

In order to provide successful AEL/ELA services to adults, a comprehensive accountability system must be in place to determine contractor’s effectiveness in providing services. Contractors will be required to meet these performance outcomes and process measures. See chart on page 18.
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:

<table>
<thead>
<tr>
<th>Process Measure</th>
<th>Criteria for Meeting Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting participant instructional goals</td>
<td>Attain contracted customer instructional hours by June 30, 2016.</td>
</tr>
<tr>
<td>Meeting educational goals</td>
<td>Attain contracted customer educational gains by June 30, 2016.</td>
</tr>
<tr>
<td>Provide monthly progress reports</td>
<td>Submit monthly progress reports to Board staff for review and assessment of targeted goals.</td>
</tr>
</tbody>
</table>
PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION

4.1 INSTRUCTIONS FOR SUBMITTING A PROPOSAL
Proposals must be typed, single spaced, 12 font, one sided only, one column, and submitted on 8 1/2 x 11 inch paper in accordance with the instructions in Part 4 of this request. **Fancy or bulky binding, colored displays and promotional material are discouraged.** Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner. Please note that, during the proposal evaluation process, no points are awarded or subtracted regarding length of narrative. The RFP with Attachments will be available on our website: www.wfsdallas.com.

**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.** TWC cost per participant for current providers is $621 (current cost per). 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
N. Texas Corporate Franchise Tax Certification

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

O. Proof of Incorporation or Agency Status
P. 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.
Q. List of References, including liaison or contracting officer of any listed contract or funding source.
R. Proof of bonding (If Applicable) and Certificates of Insurance/Insurance Binders.
S. Organizational Chart
T. Job Descriptions and Resumes
U. Coordination Agreements
4.3 INSTRUCTIONS FOR THE PROPOSAL NARRATIVE

A. ORGANIZATIONAL CAPACITY/QUALIFICATIONS AND DEMONSTRATED PERFORMANCE

The proposer 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.

List all AEL/ELA, 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.

B. PROGRAM DESIGN

The proposer must demonstrate a thorough understanding of the range of AEL/ELA 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.

Program Design Chart for Overview of Proposed AEL/ELA Services

1. Provide a chart consisting of site locations, class type, number of classes, estimated class hours and number of projected enrollments to meet the contracted measures.

2. Describe how you will ensure that the program is of sufficient intensity (hours per week) and duration (number of weeks of each class session) for participants to achieve substantial learning gains.

3. Describe how you plan to use technologies and Distance Learning effectively in the delivery of AEL/ELA services (e.g., computers with/without Internet, wireless access, mobile devices, computer-connected projectors, interactive white boards, document cameras, or other technologies). Include in the description the following:
   - how technology is used to enhance ABE, ASE, and ELA instruction;
   - how customers will access and use technology in order to complete learning activities; and
   - efforts to be made to increase access to, and integration of, technologies for customers and/or instructors

Recruitment, Intake and Screening, and Assessment and Placement

1. Describe recruitment strategies that will be implemented to identify and reach the eligible population to be served, including those identified as Most in Need. Describe use of technology/social media to outreach participants. Please be specific and provide letters or MOUs to support partnerships for outreach.
2. Describe the assessment tools that will be used for placement, progress measurement, and post-assessment of customers in accordance with the AEL/ELA Assessment Policy. Please provide the entities and/or staff that will be facilitating assessment.

3. Describe how you will implement an intake and screening process to determine customer eligibility. Placement process to guide customer placement in instructional services, collect required customer information, and identify potential supportive service needs. Also, include the following in your response:
   - the entities and/or staff that will be facilitating intake and screening processes;
   - the pre-testing, advising and placement or referral process to the most appropriate service(s) to address immediate customer needs and goals;
   - the strategy for referring customers who are not found eligible or who may better benefit from other services.

Delivery of Program Elements (See Part 1.2)

1. Describe how the bidder will provide proposed program element(s) as described in Part 1.2, in accordance with AEFLA. Provide a description of proposed activities, strategies, and expected outcomes including the number of participants served. Provide details on any partnerships in delivering elements.

2. Describe strategies for meeting performance goals.

C. FINANCIAL MANAGEMENT AND ORGANIZATIONAL STABILITY

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 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.

3. Nonprofit organizations must submit a copy of their most recent IRS Form 990.

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. Describe any in-kind or matching funds contributed to this project.

3. 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 Cost Reimbursement Budget
- Budget Backup Plan
- Salary Allocation Plan

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 Cost Reimbursement Budget MUST be explained in detail on the Budget Back-up. If successful, the Proposed Cost-Reimbursement Budget will serve as a basis for contract negotiation. The proposed budget should include only the cost of those management and operations activities requested in this proposal. Once final contracts are awarded, the Board will be responsible for designating costs categories and the allocation of funding streams.

Proposed Cost Reimbursement Budget Form, Attachment D, should be completed and submitted with each proposal. The budget submitted should represent projection of expenses. All costs should be separated to indicate the following expense types:

Section A - Payroll Costs - Administrative and non-administrative personnel costs (excluding personnel costs that are recovered from the contract through an indirect cost rate). Examples of costs included in this category are: (1) academic/instructional staff (e.g., teachers, educational aides, tutors); (2) program management and administration staff (e.g., directors, coordinators, facilitators, supervisors, and secretarial and support staff including data entry, accounting/bookkeeping, and evaluation staff and specialists); (3) other auxiliary employee positions (e.g., counselors, social workers, and community liaisons/parent coordinators); (4) Education Service Center (ESC) staff (when the ESC is the grantee); (5) other employee positions; and (6) substitute pay, extra-duty pay, and employee benefits (institutions of higher education may also include tuition remission).

Section B – Professional and Contracted Services - Administrative and non-administrative professional and contractual costs (excluding professional and contractual costs that are recovered from the grant contract through an indirect cost rate). Examples of costs included in this category are: (1) rental or lease of buildings, space in buildings, or land (if approved); (2) contracted publication and printing costs (specific approval is required for nonprofit organizations); (3) ESC charges as per approved cost allocation plan, such as internal service fund (when ESC is the grantee), including: i) salaries/benefits; ii) networking (local area network); iii) computer/office equipment lease; iv) building use; v) copier/duplication services; vi) telephone; vii) administrative; and viii) other; (4) other professional services; (5) other contracted services; and (6) subgrants.

Section C – Supplies and Materials - Administrative and non-administrative supplies and materials (excluding supply and material costs that are recovered from the grant contract through an indirect cost rate). Examples of costs to include in this cost category are: (1) ESC charges as per approved cost allocation plan, such as internal service fund (when ESC is the grantee), including: i) print shop fees; ii) postage; iii) copy paper; iv) technology-related supplies; and v) other; (2) technology hardware—not capitalized; and (3) supplies and materials associated with the advisory council or committee.

Section D – Capital Outlay – Administrative and non-administrative capital outlay costs (excluding capital outlay costs that are recovered from the grant contract through an indirect cost rate). Examples of costs to include in this cost category are: (1) library books and media (capitalized and controlled by library); (2) technology hardware, capitalized; (3) technology software, capitalized; (4) equipment, furniture, or vehicles; and (5) capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life.

Section E – Other Operating Expenses - Other operating costs (excluding any that are recovered from the grant contract through an indirect cost rate). Examples of costs to include in this cost category are:
ESC charges as per approved cost allocation plan, such as internal service fund (when ESC is the grantee), including: i) ESC-owned vehicle usage; ii) insurance; and iii) other; (2) out-of-state travel for employees (including registration fees); (3) travel costs for students (including registration fees; does not include field trips) (specific approval is required for nonprofit organizations); (4) stipends for nonemployees (specific approval required for nonprofit organizations); (5) travel costs for nonemployees (including registration fees; does not include field trips); (6) travel costs for executive directors, superintendents, or board members, including registration fees; (7) actual losses that could have been covered by permissible insurance; (8) indemnification compensation for loss or damage; (9) membership dues in civic or community organizations (not allowable for university applicants); (10) publication and printing costs, if reimbursed (specific approval required for nonprofit organizations); and (11) other operating costs that do not require specific approval.

Section F – Indirect Rate Costs – Indirect Rate is an allowable line item only if the bidder is an entity with an approved indirect cost plan. If indirect costs are requested in this proposal, a copy of your approved indirect cost plan and/or Federal cognizant agency letter approving an indirect cost rate is required.

Salary Allocation Plan - (Attachment E) provides sufficient back-up data for "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 is computed.

Budget Back-Up (Attachment F) is used to explain the purpose of each line item in the Proposed 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.

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.  Health and Safety Standards at Work/Training 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 3.  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 and TWC in the resolution of any conflict, which may occur from the activities funded under this Contract.

SECTION 4.  Equal Opportunity Compliance and Assurance
A.  Contractor assures and guarantees that it will comply fully with the nondiscrimination and equal opportunity provisions as follows:
   • Title VI and VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000f et seq., as amended;
   • The Rehabilitation Act of 1973 § 504,29 U.S.C. § 794, as amended;
   • Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
   • The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
   • The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended;
   • The Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq., as amended; and
   • Applicable provisions of the Clean Air Act and the Federal Water Pollutions Control Act, as amended.

B.  Contractor covenants to make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.

C.  Contractor assures that it will not deny services under any grant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his/her participation in any Workforce Innovation and Opportunity Act financially assisted program and/or activity, as defined in Section 188 of WIOA.

D.  Contractor assures that it will take appropriate steps that the evaluation and treatment of employees and applicants for employment are free from discrimination.

E.  Contractor assures that it will make reasonable effort to meet the state goals on subcontracts and supplier contracts for the performance of activities required by Board contract to historically underutilized businesses (HUBs) certified by the State of Texas, as defined in 34 Texas Administrative Code, Part I, Chapter 20, Subchapter B, including any certified women or minority owned business or enterprise.
SECTION 5.  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 Job Seekers

Job Seekers 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

No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR 93, dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 116, dated June 15, 1990.
SECTION 6. 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.

B. Labor Disputes Involving Work Stoppage

1. No job seeker 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 job seekers 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 job seekers 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 job seekers in on-the-job training during the periods of work stoppage.

SECTION 7. 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 job seekers 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 8. Prevention of Fraud and Abuse

A. Contractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for the proper and effective management of all activities funded under this Contract.
B. Failure on the part of Contractor or a subcontractor of Contractor to comply with 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.

C. 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.

D. Contractor assures that it will perform the contracted activities in conformance with safeguards against fraud and abuse as set forth by the Board, the State of Texas, U. S. Department of Labor, any applicable laws and regulations. Contractor agrees to notify the Board of suspected fraud, abuse, or other criminal activity through filing a written incident report within twenty-four (24) hours of knowledge thereof. Theft or willful damage to property on loan to the Contractor shall be reported to local law enforcement agencies within two (2) hours of discovery of any such act.

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

SECTION 9. 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.

SECTION 10. Nepotism
Contractor will comply with Texas Civil Statutes, Article 5996a, if applicable, by ensuring that no officer, employee, or member of the Contractor's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

SECTION 11. 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

WORKFORCE SOLUTIONS GREATER DALLAS AEL/ELA RFP
expenses incurred in relation to this Contract and shall immediately refund to the Board any fees or expenses that may have been paid under this Contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to this Contract.

10. Contractor shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802.

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

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

SECTION 12. 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 13. Charging of Fees
Contractor shall not:

A. Charge a fee to an individual for the placement or referral of such individual in or to a program funded by the Board under this Contract or to employment; or

B. Use Board Disbursements for the payment of a fee charged to an individual for the placement or referral of that individual in or to a program funded by the Board or to employment.

SECTION 14. 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 15. 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 participant 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 participant 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 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 16. 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 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.
SECTION 17. Minimum Wages for Customers
A. In all instances when wages are paid to a customer enrolled in programs funded under this Contract, and in all instances when a job-ready customer is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the customer is compensated at a rate, including periodic increases, which is no less than the highest of the following standards:

1. The minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended; or

2. The state or local minimum wage for the most nearly comparable covered employment; or

3. The prevailing rates of pay for persons employed in similar occupations and skill level by the same employer; or

4. The minimum entrance rate for inexperienced workers in the same occupation in the establishment; or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or any minimum rate required by an applicable collective bargaining agreement.

B. Contractor shall not place a customer in training, or in subsidized employment, for an occupation or skill for which practitioners of that occupation or skill normally are compensated at a rate less than the minimum wage specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

SECTION 18. 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 19. 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 20. 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 21. Economic Development and Relocation Activities
No funds received under this Contract may be used for the following activities prohibited in Section 141, (c) and Section 141 (q) of the Act:

A. Encouragement or inducement of the relocation of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

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

SECTION 22. The Rehabilitation Act/The Americans with Disabilities Act

SECTION 23. 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 24. 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

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 our 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.

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/CREDENTIA L—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 charted, 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 the 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 unjustifyably 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. **GOVERNOR’S COORDINATION AND SPECIAL SERVICES PLAN** refers to the state plan for local and state general coordination and linkage of various agencies and programs to provide a full range of service in an efficient and comprehensive manner.

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

CC. **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

DD. **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.

EE. **PERSONAL RESPONSIBILITY AND WORK OPPORTUNITY RECONCILIATION ACT OF 1996** is the act which initiated major reforms in welfare (also called Welfare Reform) by replacing the former Aid for Dependent Children (AFDC) and Job Opportunities and Basic Skills (JOBS) programs, and amending JTPA, the Supplemental Security Income (SSI) program, Child Protection and Child Care laws, and the Food Stamp program to facilitate moving welfare customers into paid employment.

FF. **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.

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

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

JJ. 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.

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

LL. 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.

MM. 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 Person Responsibility and Work Opportunity Reconciliation Act of 1996 (also called the Welfare Reform).

NN. 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.

OO. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) a program provided through the Texas Department of Human Services to persons meeting certain residency, income and resource criteria as provided for under the Personal Responsibility and Work Opportunity Reconciliation Act and the Temporary Assistance for Needy Families block grant. TANF eligibility for AEL:

PP. TERMINATION means (a) any cessation of a contract with the Board; and (b) for customers in WIOA, WIOA or other specifically funded programs, termination means official completion from all Contractor program activities and services with no further services to be provided.

QQ. TEXAS WORKFORCE COMMISSION (TWC) is the state agency that operates an integrated workforce development system through the consolidation of job training, employment and education related education programs, including Choices, Supplemental Nutrition Assistance Program Employment and Training, WIOA, Employment Services, and Child Care
Management System. TWC continues to administer the state employment compensation insurance system and the state employment service. www.twc.state.tx.us

RR. THE WORKFORCE INFORMATION SYSTEM OF TEXAS (TWIST) is the automated Management Information System; also called Client Management System.

SS. 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.

TT. WORK IN TEXAS (WIT) is the Texas Workforce Commission internet based job matching and referral system for Employer and Job Seeker customers.

UU. 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.

VV. Workforce Innovation and Opportunity Act (WIOA)- signed into law on July 22, 2014. WIOA is landmark legislation designed to strengthen and improve our nation’s public workforce system and help put Americans, especially youth and those with significant barriers to employment, back to work. WIOA supports innovative strategies to keep pace with changing economic conditions and seeks to improve coordination between the core WIOA and other Federal programs that support employment services, workforce development, adult education and literacy, and vocational rehabilitation activities. Complete Act may be found at: www.doleta.gov

TERMS NOT SPECIFICALLY DEFINED above or elsewhere in this document shall be construed as defined: in the 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.

Part 7.0 Commonly used Acronyms in AEL

ABE: Adult Basic Education
AEFLA: Adult Education and Family Literacy Act
AEGIS: Adult Education Guidance Information System
AEL: Adult Education and Literacy
ASE: Adult Secondary Education
EFL: Educational Functioning Level
EL/Civics: English Literacy and Civics
EL: English Literacy
ELA: English Language Acquisition
GED®: General Education Development
I-BEST: Integrated Basic Education and Skills Training program
IHE: Institution of Higher Education
LEP: Limited English Proficient
MOE: Maintenance-of-Effort
NRS: National Reporting System
PD: Professional Development
SME: Subject Matter Expert
SOP: Standard Operating Procedure
TANF: Temporary Assistance for Needy Families
TCALL: Texas Center for the Advancement of Literacy and Learning
TEA: Texas Education Agency
TEAMS: Texas Educating Adults Management System
TSIA: Texas Success Initiative Assessment
THECB: Texas Higher Education Coordinating Board
TWC: Texas Workforce Commission
USED: United States Department of Education
USDOL: United States Department of Labor
WIOA: Workforce Innovation and Opportunity Act

Part 8.0 Definitions of Key Terms
Accelerate TEXAS: A brand that describes an integrated career pathways model for lower skilled adults and youth who score at the high intermediate ESL level (literacy/reading) or low intermediate basic education level (reading/numeracy). The model includes Adult Education and Literacy (AEL) integrated with career and technical training that allows students to acquire skills leading to credentials of value in their regional labor market. See Section 8, Informational Resources, for additional information.

Adult Basic Education (ABE): Instruction in reading, writing, and speaking and comprehending English, and solving quantitative problems, including functional context, designed for adults who: 1) have minimal competence in reading, writing, and solving quantitative problems; 2) are not sufficiently competent to speak, read, or write the English language; or 3) are not sufficiently competent to meet the requirements of adult life in the United States, including employment commensurate with the adult's real ability.

Adult Education and Family Literacy Act (AEFLA): WIOA, the enabling legislation which establishes, defines, and funds federally-supported adult basic education programs.

Adult Education Charter School: An organization that qualifies as an "eligible entity" as defined in Texas Education Code § 29.259. Under Senate Bill (SB) 1142, 83rd Legislature, Regular Session (2013), the Texas Education Agency must create an adult education public charter school pilot program. The purpose of the Texas adult education charter school program is to provide a strategy for meeting industry needs for a sufficiently trained workforce within the state while providing Texas adults 19 years of age to 50 years of age an opportunity to attain an adult high school diploma and industry certification.
Adult Education Guidance Information System (AEGIS): An electronic desk review tool that provides quarterly reports to the Agency and local programs. Report Issues are sent out as informational in the 2nd and 3rd Quarters. The AEGIS report is sent out for local program required responses in the 4th Quarter and final compliance reports. Local programs may request that an AEGIS report be provided at any time during the State Fiscal Year.

AEL Assessment Policy (AEL Assessment Policy): This policy governs all aspects of student assessment and goal setting. See Section 8, Informational Resources, for additional information.

AEL Consortium (Consortium): A partnership of educational, workforce development, social service entities, and other public and private organizations that agree to partner, collaborate, plan, and apply for funding to provide AEL and related support services. Consortium Members shall include an AEL Grant recipient, AEL Fiscal Agent, an AEL Lead Organization of a Consortium, and AEL Service Provider(s). Consortium Members may serve in one (1) or more of the functions in accordance with state statutes and Agency Rules. A Consortium may include a Board, but Board membership is not required. However, in order to ensure a connection to local workforce needs, an AEL Consortium must consider and use local labor market data and information regarding employer needs in designing and proposing service delivery strategies.

AEL Consortium Member: All entities in a Consortium are considered Consortium Members.

AEL Fiscal Agent: An entity that is assigned financial management duties as outlined in an Agency-AEL grant and may be assigned this function as a member of an AEL Consortium.

AEL Grant Recipient: Successful Offeror awarded a grant by the Agency to deliver AEL services. An AEL Grant Recipient may be the AEL Lead Organization of a Consortium or a single entity funded to provide AEL services.

AEL Rules: The AEL Rules were adopted by the Texas Workforce Commission (TWC) on February 4, 2014 and include revisions to 40 Texas Administrative Code (TAC), Chapters 800 and 802 and the newly created Chapter 805.

AEL Lead Organization of a Consortium (AEL Lead): An organization designated as the AEL Consortium manager in a written agreement between AEL Consortium Members. The AEL Lead Organization of a Consortium is responsible for planning and leadership responsibilities as outlined in the written agreement and also may serve as an AEL Grant Recipient, AEL Fiscal Agent, or AEL Service Provider. If a Consortium does not identify the AEL Lead Organization of a Consortium through a written agreement, the AEL Grant Recipient will be presumed to assume the responsibility of the AEL Lead Organization of the Consortium.

AEL Service Provider: An entity that is eligible to provide AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003. AEL Service Providers include: (A) a local educational agency; (B) a community-based organization of demonstrated effectiveness; (C) a volunteer literacy organization of demonstrated effectiveness; (D) an institution of higher education; (E) a public or private nonprofit agency; (F) a library; (G) a public housing authority; (H) a nonprofit institution that is not described in (A) - (G) and has the ability to provide literacy services to adults and families; and (I) a consortium of the agencies, organizations, institutions, libraries, or authorities described in (A) - (H).
**AEL Student**: Out of school individuals who have attained 16 years of age (federal funding) or who are beyond compulsory school attendance age of 18 years of age (state funding) and

- function at less than a secondary school completion level;
- lack a secondary school credential; or
- are unable to speak, read, or write in English.

**Adult Secondary Education (ASE)**: Comprehensive secondary instruction below the college credit level in reading, writing and literature, mathematics, science, and social studies, including functional context, and instruction for adults who do not have a high school diploma -or its equivalent.

**Agency Rules**: Rules adopted by the Agency and included in Title 40 TAC, Part 20.

**Career and Technical Education**: Career and technical/workforce courses and programs offered through postsecondary institutions for which semester/quarter credit hours and/or continuing education units are awarded. Career and technical/workforce education courses and programs prepare students for immediate employment or job upgrade within specific occupational categories.

**Career Pathways Program**: A program that consists of a series of connected education and training strategies and support services that enable individuals to secure industry relevant certification and obtain or retain employment within an occupational area and to advance to higher levels of future education and employment in that area. Typical components of a career pathways approach include the following:

- Alignment of AEL or secondary and postsecondary education with workforce development systems and human services;
- Rigorous, sequential, connected, and efficient curricula, that “bridges” courses to connect basic education and skills training and integrate education and training;
- Multiple entry and exit points;
- Comprehensive support services, including career counseling, child care and transportation;
- Financial supports or flexibility to accommodate the demands of the labor market in order to allow individuals to meet their ongoing financial needs and obligations;
- Specific focus on local workforce needs, aligned with the skill needs of targeted industry sectors important to local, regional or state economies, and reflective of the active engagement of employers;
- Curriculum and instructional strategies appropriate for adults that make work a central context for learning and work readiness skills;
- Credit for prior learning and other strategies that accelerate the educational and career advancement of the participant;
- Organized services to meet the particular needs of adults, including accommodating work schedules with flexible and non-semester-based scheduling, alternative class times and locations, and the innovative use of technology;
- Services that have among their goals a focus on secondary and postsecondary industry recognized credentials, sector specific employment, and advancement over time in education and employment within a sector; and,
- A foundation upon and management through a collaborative partnership among workforce, education, human service agencies, business, and other community stakeholders.
Certificate of High School Equivalency: The certificate issued by the Texas Education Agency upon passing all the GED® tests.

Certification: A credential awarded by a certification body based on an individual demonstrating through an examination process that he or she has acquired the designated knowledge, skills, and abilities to perform a specific job. The examination can be either written, oral, or performance-based. Certification is a time-limited credential that is renewed through a recertification process. (See also Educational Certificate.)

Co-enrolled Student: A student enrolled in both AEL services and a career and technical education or other postsecondary education.

Collaborating Organization: An entity that provides services for the AEL Grant Recipient's staff or AEL Students without financial compensation or contractual obligations. Collaborating organizations do not need to be Consortium Members, though they may be. Examples of Collaborating Organizations include organizations that make or accept referrals for student services, organizations that make non-financial contributions (e.g. facilities) to the grant program, and organizations that assist in the delivery of comprehensive services, including Texas Workforce Solutions Centers and Boards or other agencies appropriate for this grant program.

College and Career Bridge Instruction: Instruction offered to all adult education students to prepare students for entry into specialized programs such as Transitions or Integrated Education and Training. College and Career Bridge Instruction includes, but is not limited to: self-awareness, job exploration, goal-setting, college awareness, employability and work readiness skills, critical thinking skills, learning frameworks, and learner leadership skills.

College Knowledge: The body of knowledge that includes, but is not limited to, the purposes, types, costs, and admissions requirements of college as well as the academic and behavioral expectations of the college culture.

Commission: The body of governance of Texas Workforce Commission composed of three (3) members appointed by the Governor as established under Texas Labor Code § 301.002 that includes one (1) representative of labor, one (1) representative of employers and one (1) representative of the public.

Contact Hours: The cumulative sum of minutes during which an eligible adult student receives instructional, counseling, or assessment services by a staff member supported by federal and state AEL funds as documented by local attendance and reporting records. (A) Student contact time generated by volunteers may be accrued by the AEL Program when volunteer services are verifiable by attendance and reporting records; (B) A student Contact Hour is sixty (60) minutes.

Contract Trainer: An individual included in the Contract Trainer Database maintained by the PD Center.

Contract Trainer Database: Online database maintained by the PD Center that lists Contract Trainers along with their training competencies, workshop options, services, and regions to which they are willing to travel. This electronic searchable database provides AEL Service Providers with access to information regarding PD trainers.

Core Outcome Measures: Measures that are required by the U.S. Department of Education (USED) and include outcome, descriptive measures, and participation measures that reflect the core indicator
requirements of the Workforce Innovation and Opportunity Act (WIO). States must report the required measures on students who receive twelve hours or more of service. The USED will use these measures to judge program performance, including eligibility for incentive grants. There are five (5) Core Outcome Measures:

- Educational Functioning Level Gains,
- Entered Employment,
- Retained Employment,
- Receipt of a Secondary School Diploma or GED, and
- Placement in Postsecondary Education or Training.

Corrections Education and Other Institutionalized Individuals Provides English language proficiency, basic academic and functional literacy skills, and high school equivalency for incarcerated and other institutionalized adults functioning at less than a high school completion level. Up to ten percent (10%) of AEL funds may be used for these programs.

Distance Learning: Distance learning is a formal learning activity where students and instructors are separated by geography, time or both for the majority of the instructional period. See Section 8, Informational Resources, for additional information.

Educational Certificate: A credential awarded by a training provider or educational institution based on completion of all requirements for a program of study, including coursework and test or other performance evaluations. Certificates are typically awarded for life, like a university or college degree. Unlike industry-based certifications, like a Microsoft or Cisco certification, certificates are earned through seat time in a classroom in occupational skills training while industry-based certifications are awarded based on performance on a test, irrespective of where the learning occurs. Certificates resemble degrees: They are awarded mainly by public, two-year schools or private, for-profit, non-degree granting business, vocational, technical, and trade schools. Certificates are typically classified by length of program. Short-term certificates, such as Level 1 Certificates, take less than a year; while Level 2 certificates take one and two years to complete. Certificates of attendance or participation in a short-term training (e.g., 1 day) are not in the definitional scope for educational certificates. (See also Certification.)

Educational Functioning Level (EFL): The system used by the National Reporting System (NRS) to measure educational gain. Each EFL describes a set of skills and competencies that students entering at that level can do in the areas of reading, writing, numeracy, speaking, listening, and functional and workplace areas. Student assessment scores place them in an EFL. When used in the context of the NRS, ABE students have EFLs that include Beginning ABE Literacy, Beginning Basic ABE, Low Intermediate ABE and High Intermediate ABE.

Educational Gain: Every AEL student registered in the adult education program has a goal to complete the level in which he/she is placed. The measure of student literacy gains is a result of instruction as assessed by approved assessments given after the AEL student has attained the specified numbers of instructional hours as stated by the AEL Assessment Policy. The learner completes or advances one (1) or more educational functioning levels from starting level measured at entry into the program.

Eligible Grant Recipient: An entity, as specified in state and federal law, that is eligible to receive AEL program funding. Eligible Grant Recipients include: (A) a local educational agency; (B) a community-based organization of demonstrated effectiveness; (C) a volunteer literacy organization of demonstrated effectiveness; (D) an institution of higher education; (E) a public or private nonprofit agency; (F) a library;
(G) a public housing authority; (H) a nonprofit institution that is not described in (A) - (G) and has the ability to provide literacy services to adults and families; and (I) a Consortium of the agencies, organizations, institutions, libraries, or authorities described in (A) - (H). (See also AEL Grant Recipient).

**English as a Second Language (ESL) Program**: An instructional program designed to help adults who are limited English proficient achieve competence in the English language.

**English Literacy/Civics (EL/Civics)**: Federally funded program that provides English language and civics instruction to adult education students. Civics education means an educational program that emphasizes contextualized instruction on the rights and responsibilities of citizenship, naturalization procedures, civic participation, and U.S. history and government to help students acquire the skills and knowledge to become active and informed parents, workers, and community members.

**English Literacy (EL) Instruction**: Instruction designed to help adults with limited English proficiency achieve competence in the English language. (See English as a Second Language.)

**Family Literacy Program**: A program with services that are of sufficient intensity in terms of hours, and of sufficient duration, to make sustainable changes in a family, and that includes:

- Training for parents regarding how to be the primary teacher for their children and full partners in the education of their children; and
- Parent literacy training that leads to economic self-sufficiency.

**Financial Literacy**: Instruction on the ability to make informed judgments and to take effective actions regarding current and future use and management of money.

**Fiscal Agent**: An entity that is assigned financial management duties as outlined in an Agency-AEL grant and may be assigned this function as a member of an AEL Consortium. (See also AEL Fiscal Agent)

**Fixed Enrollment**: also known as closed enrollment, is a system that has a few days at the beginning of the class designated for intake and enrollment. Additional new learners are allowed into class during the first few class sessions only. After that, enrollment is closed for the duration of the term. If learners drop out of class, they must wait to re-enroll until the next class session.

**General Education Development GED®**: The test used for high school equivalency examinations in Texas. Upon passing all four (4) of the exams, the test-taker will be issued a Certificate of High School Equivalency.

**High School Drop-Out Recovery Program**: Program that identifies and recruits students who dropped out of Texas public schools and provides them services designed to enable them to earn a high school diploma or complete an alternative path to college by demonstrating college readiness. Attributes of the model include a wide array of academic and social supports, including child care and transportation, open entry to and open exit from program, a variety of instructional programming, including online courses, multiple scheduling options, including weekend and evening classes.

**Individual Training, Education and Career Plan**: A student plan designed to promote a discussion and provide a plan for the student to meet their education and career goals. The goal of the is to provide a delineation of short and long term goals and related steps for both the AEL Student and the AEL Service
Provider to follow in a logical order. Typical short and long terms plans included in an Individual Training, Education and Career Plan could be as follows:

- Management of home, life, and childcare and transportation needs
- AEL services, including tutoring
- Supportive Services
- Occupational assessment / establishing a job goal
- College and / or training services
- On-the-job training / internships
- Job development and employment search

Integrated Basic Education and Skills Training Program (I-BEST): A nationally recognized model from Washington State that quickly boosts students’ literacy and work skills so that students can earn credentials, obtain living wage jobs, and put their talents to work for employers. The model combines basic skills and professional technical instruction so that basic skills students can enter directly into college-level coursework. In the I-BEST model, adult education instructors and college technical faculty jointly design and teach college-level occupational classes that admit adult education students. Also key to this model is careful planning so that I-BEST classes lead to college credentials and into jobs that are in demand.

Integrated Education and Training (IET) Program: An IET Program combines occupational skills training with AEL services to increase the educational and career advancement of participants. AEL Students co-enroll in both occupational skills training and adult education services. Adult education services must be below postsecondary skills levels. Occupational skills training is typically offered by a postsecondary institution but this is not a requirement of an IET Program. Accelerate TEXAS and I-BEST are well-known examples of an IET Program. See Section 8, Informational Resources, for additional information.

Learning Frameworks Curriculum: Curriculum designed to improve students’ understanding of the learning process and their ability to succeed in educational environments. Students use strategic learning, cognition, and motivation models to understand their own strengths and weaknesses as strategic learners and learn academic skills to help them become more successful learners.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be Limited English proficient, or “LEP.” These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter.

Literacy: As defined by AELFA § 203, (20 U.S.C. § 9202(12)), “an individual’s ability to read, write, and speak in English, compute, and solve problems at levels of proficiency necessary to function on the job, in the family of the individual, and in society.”

Local Professional Development Specialist (Local PD Specialist): An individual employed by the AEL Grant Recipient who provides a variety of Professional Development services, such as coordination of training, training facilitation, coordination with the PD Center regarding Professional Development efforts, and facilitation of the AEL Grant Recipient’s strategic Professional Development Plan for continuous improvement.

Local Provider: A Local Provider is an AEL Grant Recipient that provides AEL services in the state of Texas and/or service providers that are Consortium Members connected to an AEL Grant Recipient that provide AEL services in the state of Texas.
Local Workforce Development Board (Board): Created pursuant to Texas Government Code § 2308.253 and certified by the Governor pursuant to Texas Government Code § 2308.261. There are twenty eight (28) Boards in Texas.

Managed Enrollment: A system for enrollment in which student entry points are set at logical break points in the curriculum, or at the beginning of short classes or modules (typically three (3) to six (6) weeks, or up to ten (10) weeks long). Class terms are usually shorter than in Open Enrollment or Fixed Enrollment, determined by examining program data to identify how many weeks students attend a class before attrition sets in. Group intake, orientation and pre-testing sessions occur before each entry point and outside of class. Instructors receive information on new learners prior to their arrival in class on the designated dates.

Most in Need: Individuals in the community who are most in need of literacy services and because they are low-income or have minimal literacy skills.

National Reporting System (NRS): The accountability system for the federally funded, State-administered adult education program. The goal of the NRS is to produce a set of measures that describe AEL Students and the outcomes they achieve due to their participation.

National Reporting System Guidelines (NRS Guidelines): The NRS Guidelines addresses the accountability requirements of AEFLA, and describe measures to allow assessment of the impact of adult education instruction, methodologies for collecting the measures, reporting forms and procedures, and training and technical assistance activities to assist states in collecting the measures.

Office of Career, Technical, and Adult Education (OCTAE): An office of the Department of Education that administers and coordinates programs that are related to AEL, career and technical education, and community colleges. OCTAE was formerly referred to as the Office of Vocational and Adult Education (OVAE).

Occupational Skills Training: See Career and Technical Education.

Offeror: A single entity or Consortium responding to this RFP. If applying as a Consortium, Offeror refers to all entities included in the Consortium.

Open Enrollment: Also known as continuous enrollment, rolling enrollment, and open entry/open exit, is a system that allows learners to enter and exit a class at nearly any point throughout its term. Students are free to come to class when they can, miss when they must, drop out for a while, and return without any wait time. Typically, teachers receive no notice of or information on new learners before they arrive in class.

Professional Development (PD): The acquisition of skills and knowledge both for personal development and for career advancement. PD encompasses all types of facilitated learning activities for instructors and staff of AEL programs, Collaborating Organizations, and employers participating in AEL programs and services. Activates range from facilitated workshops and training sessions, online training, action research projects situated in practice, documented conference attendance and college coursework and degrees.

Professional Development Center (PD Center): The comprehensive statewide support system for PD that includes, but is not limited to providing:
• data-driven, research-based PD support and training to AEL Service Providers on behalf of the Agency;
• recruitment and data management of PD Contract Trainers using an online searchable Contract Trainer Database;
• development of curricula and multi-media course content to be delivered via on-demand and/or hybrid formats, the management of courses on an Agency-provided Learning Management System (LMS), and the creation and maintenance of a web portal available to the public which includes a directory of AEL Service Providers, email discussion lists, online professional publications, materials housed in an online electronic file repository, and a Professional Development and Resource Library;
• recruitment, registration, logistics, documentation, and management for PD events facilitated by the PD Center and/or the Agency;
• statewide purchases of PD services, materials, assessments and other PD items as designated by the Agency; and
• statewide and local needs analyses and research aimed to improve local performance, promulgate innovation and strengthen service quality to students and staff.

Professional Development Plan: The Plan that is developed by a Local Provider that details long term PD needs of the Local Provider’s staff and plans for implementing PD to meet these needs. PD needs should include, but are not limited to the data-driven analysis of local, regional, and/or statewide performance.

Performance Standards: Numeric levels established for outcome measures in the state plan indicating what proportion of AEL Students at each level will achieve each outcome.

Postsecondary Education: A course, program of study, or class including postsecondary education, job training, or occupational skills program building on prior services or training received.

Post-test: A test administered to a AEL Student after the minimum number of instructional hours as recommended by the publisher. A post-test is usually used to measure advancement in the program.

Pre-test: A test administered to an AEL Student upon entry into a program. A pre-test is typically used for initial placement.

Program Year: A twelve (12) month period indicating the period in which the grant funds are awarded to the State. A Program Year’s beginning and end dates can, but do not necessarily coincide with those of the calendar year, fiscal year and/or grant period. For the AEL Program, the Program Year begins July 1 of each year and ends on the following June 30. For example, Program Year 2014 begins July 1, 2014 and ends on June 30, 2015.

Proxy Hours: A student Contact Hour based on time that a student has spent engaged in a Distance Learning activity using an approved distance education curricula. Proxy hours differ from direct Contact Hours in that the identity of the learner and/or the exact amount of time spent on a learning activity cannot always be verified directly.

Section 225 Provider: An AEL Grant Recipient providing AEL service to adults in correctional and institutionalized settings, as authorized by AEFLA § 225, 20 U.S.C. § 9225. (See also Corrections Education and Other Institutionalized Individuals.)

Section 231 Provider: An AEL Grant Recipient providing AEL service as authorized by AEFLA § 231, 20 U.S.C. § 9241.
Section 243 English Literacy and Civics Provider: An AEL Grant Recipient providing EL/Civics programming authorized by AEFLA § 243, 20 U.S.C. § 9253. Since Fiscal Year 2000, federal appropriation legislation has set aside of portion of the AEFLA state grant funding for integrated EL/Civics services. Provisions of the EL/Civics grants are enumerated in annual federal appropriations legislation and not established elsewhere in law.

Sole Provider Offeror: An AEL Grant Recipient that applies and is awarded an AEL grant as a single entity rather than on behalf of an AEL Consortium.

Specialized Curriculum: Types of curriculum emphasized by the Agency as beneficial to the success of AEL Students which include: college and career awareness, employability and work readiness, learning frameworks, financial literacy, health literacy contextualized math, Work-based Projects, integrated reading and writing, and family literacy.

State Fiscal Year: A twelve (12) month period used for accounting, budgeting and reporting purposes, indicating the period in which the disbursement or other financial transaction occurred. For the State of Texas, the State Fiscal Year begins on September 1 of each year and ends on the following August 31. For example, State Fiscal Year 2014 began September 1, 2013 and ends on August 31, 2014.

State Leadership Activities: Agency-directed leadership activities in support of AEL. The state agency is authorized to use not more than 12.5% of the federal grant to carry out State leadership activities. These activities include Professional Development; technical assistance; technology assistance; support of literacy resource centers; monitoring and evaluation of the quality of and improvement in AEL programs; incentives; curriculum development; and other activities of statewide importance.

Student Enrollment Form: Form describing the required student enrollment and reporting information for AEL programs.

Student Success Skills: Academic and life skills that include, but are not limited to, learning styles investigation, time management, financial literacy, note-taking and study skills, test-taking strategies, research skills, how to access Supportive Services, and how to manage outside responsibilities.

Subcontractor: An entity that contracts with the successful AEL Grant Recipient to provide a service that supports the delivery of AEL services. The AEL Grant Recipient must determine whether or not a Subcontractor is a vendor or subrecipient relationship as defined by OMB Circular A-133 Sections 105 and 210 and develop contracts based on the determined relationship.

Supportive Services: services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under this title, consistent with the provisions of this title. AEL students already enrolled in Agency Title I Services are automatically eligible for supportive services.

Texas Adult Education Professional Development and Program Support System: The Plan outlined by the Agency to describe a responsive, collaborative network made up of Local Providers, the PD Center, and Contract Trainers and directed by the Agency. The Plan may be found on the Agency’s AEL website: http://www.twc.state.tx.us/svcs/adultlit/adult-basic-education.html
Texas Adult Education Content Standards: Academic content standards that state what students are expected to know and be able to do at specified EFLs.

Texas Educating Adults Management System (TEAMS): Current web-based management information system for adult education in Texas. TEAMS is made up of data collected according to state and federal definitions and is entered by Local Providers who receive AEL funds.

Texas Success Initiative Assessment (TSIA): College placement assessment and diagnostic tool designed to help institutions of higher education in Texas determine if students are 1) academically ready for college-level course work in the general areas of reading, writing and mathematics; 2) academically ready for developmental education courses offered by the institution; or 3) require additional remediation through developmental education courses or other coursework offered by the institution.

Texas Workforce Solutions: Texas Workforce Solutions comprises the TWC statewide network of twenty eight (28) Boards for regional planning and service delivery, their contracted service providers and community partners, and the TWC unemployment benefits Tele-Centers. Workforce Solutions Offices, sometimes referred to as One Stop Workforce Centers, offer an array of services that include job placement services such as training programs and child care assistance for eligible customers and employer services such as job posting/placement and labor market research.

Tier 1 Training: Core training that an AEL Service Provider must deliver to their employees as required by their Agency grant, including but not limited to, test administration, goal setting, integrating career awareness, basic TEAMS usage and program-specific policies regarding student recruitment, orientation, and documentation.

Tier 2 Training: Adult learning training offered through the PD Center to assist AEL Service Providers in improving instructional and performance outcomes. PD Center Specialists and Contract Trainers may deliver this training.

Tier 3 Training: Specialized training offered through the PD Center with Agency approval that is usually facilitated by nationally or internationally recognized adult education SMEs and organizations.

Transitions Class: This type of class must be designated in TEAMS as a Transitions Class and carries a specific meaning that is tied to the federal Core Outcome Measure for Transition to Postsecondary Education and Training.

Work-based Project: A short-term instructional program of at least twelve (12) hours, but no more than thirty (30) hours, in duration that is designed to teach specific work-based basic or foundation skills. At intake, the learner is identified as a Work-based Project learner. The instruction must be designed to teach work-based skills and must specify the educational outcomes and standards for achievement. Due to the short duration of the class, programs do not collect the federal Core Outcome Measures and performance measures on students designated as Work-based Project learners, and these learners are counted separately in TEAMS. Educational outcomes and standards for achievement must be determined by the Grant Recipient prior to the start of the Work-based Project.