



## REQUEST FOR PROPOSALS

FOR

# CHILD CARE MANAGEMENT SERVICES

ISSUE DATE MAY 3, 2018

PROPOSAL DEADLINE: JULY 9, 2018 3:00 p.m,

On-line Bidders' Question/Answers and RFP Forms at:  
[www.workforcesolutions.net](http://www.workforcesolutions.net)

Workforce Solutions for Tarrant County  
1320 S. University, Suite 600  
Fort Worth, Texas 76107  
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## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION AND BACKGROUND .....	3
<b>PART 1.0 GENERAL INFORMATION .....</b>	<b>3</b>
1.1 Background.....	3
1.2 Purpose of Request for Proposal (RFP) .....	3
1.3 Procurement Standards .....	4
1.4 Applicable Authorities.....	4
1.5 Eligible/Competent Proposers .....	4
1.6 Governing Provisions and Limitations .....	6
1.7 Administrative Requirements and Other Limitations .....	7
1.8 Procurement Schedule.....	11
1.9 Issuance and Availability of RFP.....	11
1.10 Response Deadline .....	11
1.11 Withdrawal of Proposal.....	12
1.12 Open Records .....	12
1.13 Bidders' Conference Call .....	12
1.14 Type of Contract.....	13
1.15 Contract Period.....	13
1.16 Funding .....	13
1.17 Additional Funding .....	13
1.18 Equal Opportunity/Nondiscrimination .....	13
<b>PART 2.0 PROPOSAL REVIEW AND EVALUATION PROCESS .....</b>	<b>14</b>
2.1 Evaluation Process .....	14
2.2 Evaluation Criteria .....	14
2.3 Selection and Award Announcement .....	15

2.4	Proposer Inquiry and Appeal Process.....	15
<b>PART 3.0</b>	<b>SCOPE OF WORK.....</b>	<b>17</b>
3.1	Responsibilities of the Contractor.....	17
3.2	Customer Services.....	18
3.3	Provider Services.....	18
3.4	TRS Providers .....	18
3.5	The Tarrant County Early Learning Registry .....	18
3.6	Community Quality Enrichment Activities.....	19
3.7	Internal Monitoring, Timely Data Entry, Data Integrity .....	19
3.8	Automation, Phone System, Paperless Document System.....	19
3.9	Financial Management, Claims Processing, Overpayments, Inventory .....	20
3.10	Data Management, Adhoc Queries, Referral Fixes .....	20
3.11	Financial and Data Reporting.....	20
3.12	Appeals, Fraud Prevention, Detection and Reporting .....	21
3.13	On-going Staff Training and Development .....	21
3.14	Quality Customer Service .....	21
3.15	Transition Plan .....	21
<b>PART 4.0</b>	<b>PROPOSAL PREPARATIONS AND SUBMISSION .....</b>	<b>21</b>
4.1	Instructions for Submitting a Proposal.....	21
4.2	Response Checklist and Order of Submission .....	22
4.3	Proposal Narrative (Statement of Work) .....	23
	A. Organizational Capacity.....	23
	B. Demonstrated Performance.....	24
	C. Design and Approach .....	25
	D. Financial Management .....	26
	E. Budget/Cost Effectiveness .....	27

<b>PART 5.0 BUDGET .....</b>	<b>27</b>
<b>5.1 Required Budget Forms.....</b>	<b>27</b>
<b>5.2 Budget Detail – All Other Line Items.....</b>	<b>28</b>
<b>5.3 Budget Considerations .....</b>	<b>28</b>
<b>PART 6.0 BONDING AND INSURANCE.....</b>	<b>29</b>
<b>6.1 Contractor Bonding Requirements.....</b>	<b>29</b>
<b>6.2 Contractor Insurance Requirements.....</b>	<b>29</b>
<b>PART 7.0 ASSURANCES AND CERTIFICATIONS.....</b>	<b>30</b>
<b>PART 8.0 EXHIBITS AND ATTACHMENTS.....</b>	<b>39</b>

## **PART 1.0 – GENERAL INFORMATION**

### **1.1 BACKGROUND**

The workforce development system in Tarrant County is governed and managed by the Tarrant County Workforce Development Board, d.b.a. Workforce Solutions for Tarrant County (WSTC). It is a volunteer body constituted in accordance with the federal Workforce Innovation and Opportunity Act and the Texas Workforce Investment Act (HB 1863 and S 642) and appointed by Chief Elected Officials in the workforce development area (WDA). The Board represents 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. WSTC Board is also responsible for strategic planning, oversight and evaluation of workforce development activities in the board area. WSTC Board serves as the designated grant recipient and administrative entity for federal and state workforce development funds allocated to the WDA.

### **OUR MISSION**

The mission of Workforce Solutions for Tarrant County (WSTC) Board, as a partnership of community resources, is to ensure the economic vitality of the local community by building and maintaining a quality workforce development system that strengthens and provides economic, educational, and developmental opportunities for all people, including children and youth.

### **CHILD CARE SERVICES**

The Child Care Management Services (CCMS) program enables eligible families to go to work or attend school or training. The administrator of CCMS funds will provide referrals to Child Care Providers, customer eligibility, coordinate enrollment, attendance, and payment for care. WSTC's expectation is that the management of child care services will be conducted in a manner that is in the best interest of the customer.

The CCMS program will be dedicated to the maximization of federal funding and other resources through the use of effective partnerships within the community. The system will also improve the quality, availability and affordability of child care in Tarrant County. The CCMS will administer and manage the Texas Rising Star program and all things quality related in the board area.

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

### **1.2 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

**NOTE:** For purposes of this RFP, the words "Bidder" and "Proposer" 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 WSTC.

Workforce Solutions for Tarrant County (WSTC) is seeking proposals from qualified and eligible organizations for the management and operation of Child Care Management Services (CCMS) program throughout the Tarrant County Workforce Development Area (TCWDA). The CCMS program is a vital part of workforce services that assists eligible families to work or increase their educational abilities. The CCMS program subsidizes child care for low-income families, promoting long-term self-sufficiency by

enabling parents to work and/or attend workforce training or education activities. On average, more than 6,500 children are served through CCMS every day in the board area. It is the Boards' intent to contract with an entity that will strive to:

- Provide efficient and effective management and operation of CCMS
- Provide quality customer services
- Meet or exceed performance expectations
- Maximize all available resources
- Provide Consumer Education
- Minimize operational costs
- Improve the quality, availability and affordability of child care in the TCWDA

The full range of services to be provided are detailed in Part 3 – Scope of Work.

### **1.3 PROCUREMENT STANDARDS**

This Request for Proposal (RFP) provides a uniform method for the procurement of specified services, allowing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFP. The services solicited under this RFP are procured under the competitive negotiation method of procurement, via the process described in the TWC Financial Manual for Grants and Contracts (FMGC). The Board's intention is to negotiate a cost reimbursement contract with the successful bidder.

### **1.4 APPLICABLE AUTHORITIES**

- Child Care and Development Block Grant Act of 1990, 42 USC §9858 et seq.
- Federal regulations for CCDF at 45 C.F.R. §98 and §99
- Social Security Act, 42 USC, §§603-619, as amended
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC §601 et seq.
- Balanced Budget Act of 1997, Public Law 105-33
- Approved State Plan for CCDF
- Consolidated Appropriations Act of 2005, Public Law 108-447
- Consolidated Appropriations Act of 2014, Public Law 113-76

### **1.5 ELIGIBLE/COMPETENT PROPOSERS**

Organizations possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with WSTC may respond to this RFP. Eligible organizations include public entities, community-based organizations, faith-based organizations, non-profit organizations, private for profit corporations, and other qualified providers. Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFP.

Partnerships or consortiums may respond: however, collaborations submitting proposals must identify a lead entity which will serve as the prime contractor and fiscal agent on behalf of the partnership/consortium. The lead entity will be responsible for contracting, management, coordination of services, operations, financial accountability, legal obligations, overall liability, and all reporting requirements. The specific commitments, roles, and responsibilities of each party must be determined in advance and put into a written and executed agreement, which must be included in the proposal. WSTC

reserves the right to have such arrangements reviewed by legal counsel. Proposal may be disqualified if such agreement does not pass legal review or is not considered to be legally binding between the parties.

Subcontracting is permissible, though not desired. All subcontracts are subject to applicable federal, state and local laws, rules, regulations, and policies governing procurement. The use of any subcontracts must be identified in the proposal. If a bidder proposes to subcontract any of the services to be provided, the bidder must identify the services to be subcontracted and the rationale behind using a subcontractor rather than providing the services itself. The bidder must describe the basis for payments to the subcontractor. Subcontractors are subject to the same requirements as the proposer under this RFP and any resulting contract. Subcontracting does not relieve the contractor of any responsibilities or liabilities under a contract. WSTC must approve all subcontracts prior to the execution of a contract with the selected bidder.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency are not eligible to respond to this RFP or receive a contract.

*Proposer Competency* – Proposers must have the technical competence, expertise in management and administration, professional staff, and administrative and fiscal management systems to successfully provide the services and accomplish the goals and objectives stated in this RFP, and meet high standards of public service and fiduciary responsibility. Proposers are responsible for being knowledgeable of the laws, regulations, and policies of the CCMS program. Information on the Child Care program, including TWC child care rules, program overview, policy letters, etc. may be found through the Texas Workforce Commission at <http://www.twc.state.tx.us>.

*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, (2) is not financially stable, (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, (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.

*Responsible Proposer/Contractor*- in submitting a proposal and entering into a contract, the Proposer/Contractor guarantees that it is responsible and possesses the ability to successfully perform under the terms and conditions of a resulting contract; that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of a contract; and that it has the administrative capability, capacity, and competence to carry out the terms and conditions of a resulting contract. Additionally, the Proposer/Contractor assures WSTC that its performance under the terms and conditions of a resulting contract will be in accordance with highest integrity and business ethics. If WSTC determines, at its sole discretion, that the Proposer/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 a resulting contract, no contract will be awarded or if determined to be responsible after a contract has been awarded, WSTC may terminate the contract.

## 1.6 GOVERNING PROVISIONS AND LIMITATIONS

Failure to comply with any of the following provisions may cause a proposal to be disqualified and rejected from consideration.

1. All proposals submitted to WSTC in response to this RFP become the exclusive property of WSTC.
2. Proposal, if accepted, will become the basis for the contract scope of work.
3. The primary purpose of this RFP is to ensure uniform standards and information in the solicitation of proposals and procurement of the management and operation of Child Care Services in the TCWDA. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit WSTC 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 WSTC.
4. WSTC reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
5. 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 submitting the lowest priced/cost offer, but rather to a respondent submitting the most responsive proposal that satisfied the Board's requirements and is determined to be in the best interest of the Board.
6. WSTC reserves the right to award a contract(s) for any services solicited in this RFP in any quantity WSTC determines is in its best interests.
7. WSTC reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.
8. WSTC reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFP.
9. WSTC reserves the right to waive any defect in this procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. WSTC will provide notifications of any changes in this RFP to all respondents recorded in the WSTC official distribution log and receipts record as having requested or received a copy of this RFP.
10. WSTC reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers 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 WSTC, 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.
11. WSTC reserves the right to contact any individual, agency, employer or granting agencies listed in a proposal, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all proposers.
12. WSTC reserves the right to conduct on-site reviews of records, systems, procedures, including credit and criminal background checks of any entity selected for funding under this RFP. This may occur either before or after the award of a contract or agreement. Any misrepresentation of the proposer's ability to perform as stated in the RFP response may result in the cancellation of any contract or agreement awarded.
13. Any entity and/or each entity of a partnership or consortium selected for funding under this RFP will be subject to a Pre-Award review in accordance with Chapter 14 of the TWC FMGC to determine the proposer's level of risk of non-compliance or non-performance under contract. This will include, but not be limited to a review of the proposer's prior two (2) year financial history, record keeping procedures, management systems, accounting and administrative

systems and procedures. The selected proposer will be subject to a fiscal integrity evaluation in accordance with 40 TAC, Chapter 802.21 before each contract renewal.

14. WSTC reserves the right to withdraw an award of any contract based on unsatisfactory results of the pre-award survey.

15. WSTC reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFP if adequate funding is not received from TWC or other funding sources or due to legislative changes.

16. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, Board member, employee, proposal evaluator, agent of WSTC or elected official for purposes of having an influencing effect on this procurement.

17. Proposers shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, Board member, employee, proposal evaluator, agent of WSTC or elected official for purposes of having an influencing effect on this procurement.

18. No officer, Board member, employee, proposal evaluator or agent of WSTC shall participate in the selection, award or administration of a contract supported by CCMS funds if a conflict of interest, or potential conflict, is involved.

19. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause the proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.

20. The solicitation and selection of proposals must conform to all relevant federal, state, and local laws, regulations, rules, and policies governing the procurement of goods and services. Proposers are responsible for familiarizing themselves with such matters.

21. All proposal submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the proposer without written authorization or proper citation, is prohibited.

22. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Respondents must intend to fulfill all the representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of an award or contract. No plea of error or mistake shall be available to a successful bidder as a basis for release from proposed services. Any damages incurred by WSTC as a result of a successful proposer's failure to contract may be recovered from the proposing entity.

23. A contract with the selected proposer may be withheld, at the sole discretion of WSTC, if issues of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of WSTC.

24. Selected contractor must ensure that the CCMS program is adequately staffed at all times during the duration of a contract.

## **1.7 ADMINISTRATIVE REQUIREMENTS AND OTHER LIMITATIONS**

1. WSTC will provide any training and/or technical assistance needed by the selected contractor in regards to WSTC policies, documents, procedures, etc. that are specific to WSTC.

2. Employees of the contractor are subject to the exclusive control and supervision of the contractor. The contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, background checks, training, evaluation, etc. of its employees.

3. Proof of insurance is not a requirement for the submission of a proposal, but the selected proposer will be required to obtain and provide proof of all required insurances specified in this

RFP and provide WSTC with proper certificates or policies prior to commencing work under a contract resulting from this RFP. WSTC and its Board of Directors must be listed as an additional insured party on each policy. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations during the term of the contract must be immediately communicated in writing to WSTC.

4. Contractor will be required to procure all insurances required by this RFP. The following insurances/bonding are required:

a) *General Liability*- contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract. General liability must cover bodily injury and property damage to a third party and personal injury: \$500,000 each occurrence or \$1,000,000 aggregate minimum is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.

b) *Directors and Officers* – contractor must maintain Directors and Officers insurance (\$250,000 minimum coverage).

c) *Errors and Omissions* contractor must, at its own expense, carry “errors and omissions” insurance or the equivalent (\$250,000 minimum coverage). Contract funds cannot be used to pay for Errors and Omissions Insurance. If Errors and Omissions insurance is included in another type of insurance, the cost applicable to Errors and Omissions must be paid for from non-contract funds.

d) *Motor Vehicle* – if the contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,00 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection; and a maximum deductible of \$500. Contractor must be able to cover the cost of any deductible.

e) *Property* – contractor shall maintain adequate casualty and theft insurance on all of its personal property, including removable fixtures and improvements, located in any property owned, leased or provided to the contractor against theft, fire, flood, and other hazards.

f) *Workers’ Compensation* – contractor must ensure that all employees are covered by workers’ compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract. If the contractor is a government agency and is self-insured, then the contractor must be able to pay any obligation that it incurs under a contract, including any liability that may arise from the performance of a contract.

g) *Fidelity Bond* – contractor must obtain and maintain a fidelity bond that indemnifies WSTC against loss arising from a fraudulent or dishonest act of the contractor’s officers and/or employees holding positions of fiduciary trust (i.e. individuals responsible for receiving or depositing funds, issuing financial documents, checks, or other instruments of payment). The contract must be the insured entity and WSTC must be the assigned certificate holder. The fidelity bond must be in an amount that is sufficient to cover the largest cumulative amount of all cash/reimbursement requests submitted on a given day or the cumulative amount of funds on hand at any given point, whichever is larger. In addition, contractor must secure additional amounts of funds against loss as specified in the TWC FMGC. Contractor must submit the bond to WSTC within ten (10) calendar days of the beginning date of a contract.

5. Profit is an allowable cost with for-profit entities only. Profit will be capped at ten (10) percent of the operational budget and will be based on negotiated performance measures and targets. Profit will be negotiated as a separate item during contract negotiations.
6. Indirect Rates and/or Management Fees are allowable, but must meet the requirements specified in the TWC FMGC. Rates and fees must be supported by appropriate documentation and auditable.
7. For purposes of this RFP, profit and indirect costs or management fees will be calculated against operational costs (i.e. personnel and related operating costs. Excluded are direct care costs).
8. Any and all purchases/procurement of goods and services by the contractor with funds received under a contract with WSTC, must comply with all applicable procurement and purchasing requirements, including those described in the TWC FMGC. All non-expendable property purchased under a contract resulting from this RFP shall be considered to be the property of WSTC. Any such purchases must comply with WSTC policy and require prior review and written approval from WSTC.
9. Contractor must agree to cooperate with WSTC in the development and implementation of partnerships and collaborates with community partners while maximizing local resources. This includes cooperation, coordination, and implementation as may be requested by WSTC under any Memorandum of Understanding (MOU) or other agreement entered into by WSTC.
10. Contractor may have an annual audit conducted by an independent auditor in accordance with the Single Audit Act of 1984, as amended; OMB Circular A-133; and the requirements specified in the TWC FMGC. WSTC reserves the right to conduct or cause to be conducted an independent audit of all funds received under a contracted issued by WSTC, notwithstanding the preceding requirement. Such audit shall be conducted in accordance with applicable federal and state rules, regulations, and established professional standards and practices.
11. Contract should have the financial resources or the ability to obtain financial resources sufficient to meet their short-term cash flow needs (up to 2 weeks) including payment of direct care costs. Cash advances will not be provided.
12. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, policies, directives, plans, and funding source(s) requirements governing the CCMS program.
13. Contractor shall be subject to compliance monitoring (financial and program). At any time during normal business hours, and as often as deemed necessary by TWC, the U.S. Department of Health and Human Services, or other State and Federal agencies, or their duly authorized representatives, shall have complete access to any and all records or papers related to a contract resulting from this RFP for the purpose of verifying contractual performance and compliance.
14. Contractor must have its own internal quality assurance and/or monitoring systems and procedures.
15. All contractor employees must comply with all Information Technology access and user policies and requirements of WSTC and TWC.
16. Contractor must have a cost allocation plan as required by regulations governing multiple funding sources. The cost allocation plan is a separate document from an approved indirect cost rate plan. The cost allocation plan must be approved by WSTC.
17. Contract must comply with applicable cost principles and administrative requirements set out in Federal OMB Super Circular 2, CFR Part 200, and 46 CFR Chapters 1, Part 31, as supplemented by final rules promulgated by the Texas Office of the Governor under the Uniform Grants and Contract Management Standards and the TWC FMGC.
18. Contractor must comply with WSTC's marketing standards and guidelines.

19. Contractor must ensure the timely and accurate entry of client data and records into management information systems required by WSTC including The Workforce Information System of Texas (TWIST) and Workflow.
20. Contractor must provide reports upon demand on clients, providers, finances, and program operations as may be requested or required by WSTC.
21. Contractor shall be responsible for meeting or exceeded all federal, state and local performance measures and targets associated with the CCMS program.
22. Contractor is expected to fully cooperate with WSTC in the development and implementation of any changes to the CCMS program, as deemed necessary and appropriate by WSTC or as required by TWC and/or legislative change.
23. Contractor shall ensure that the confidentiality of all client data is maintained in accordance with state and federal laws, WSTC and TWC policy. Contractor shall also ensure the security of client data in hard copy and/or electronic files in accordance with WSTC policy.
24. Contractor must agree to comply with TWC and WSTC rules, policies, directives, procedures, and plans and any contract modifications/amendments.
25. The selected Contractor will be considered as a sub-recipient as defined in the Governor's Uniform Grant and Contract Management Standards (UGMS) and the TWC FMGC. WSTC may refer to the agreement between itself and the service organization as a "grant" or "contract", although it will be understood to be a sub-grant for services, and all federal or state requirements applicable to sub-recipients will apply to the selected Contractor.
26. Contractor will be required to prepare and maintain customer, provider, and financial records in accordance with instructions provided by WSTC. The selected Contractor will be required to retain all records of a program year for a minimum of three (3) years past the date upon which WSTC accepts a grant/contract closeout.
27. The selected Contractor is required to ensure that all services provided pursuant to any executed contract are in compliance with the requirement of Section 504 of the Rehabilitation Act of 1973, as amended and the Americans with Disabilities Act of 1990 with respect to physical and program accessibility.
28. Private non-profit organizations and agencies of state or local government responding to this RFP must include the following: 1) a resolution from the respondent's governing body or board authorizing the submission of a proposal; and 2) a letter of transmittal from the chief executive officer of the respondent's organization.
29. Private for-profit corporations submitting a proposal must include a statement signed by an authorized representative of the corporation authorizing submission of a proposal.
30. The proposer must be current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas and has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
31. The proposer certifies that the business entity is not ineligible pursuant to Texas Family Code Section 231.006 to receive the grant and acknowledges that any contract award resulting from this RFP may be terminated and payment may be withheld if this certification is inaccurate. If a Board member, corporate officer, individual, or controlling officer of the contractor is more than 30 days in arrears in payment of an obligation of child support, the contractor acknowledges that payments under the grant award resulting from this RFP may be suspended and/or the contract cancelled.

## 1.8 PROCUREMENT SCHEDULE

The following schedule is subject to revisions at the discretion of the Board. Proposers should regularly check WSTC website ([www.workforcesolutions.net](http://www.workforcesolutions.net)) for posted updates. All times shown are Central Standard Time.

<u>Dates</u>	<u>Activity</u>
Thursday, May 3, 2018, 12:00 p.m.....	Issuance of RFP
Wednesday, May 16, 2018 1:30 a.m.....	Bidders' Conference Call
Friday, May 18, 2018, 5:00 p.m.....	Deadline for Questions
Friday, May 25, 2018, 5:00 p.m.....	Final Q&A Released
Monday, July 9, 2018 3:00 p.m.....	Proposal Deadline
Thursday, August 16, 2018 .....	Committee Action
Wednesday, August 29, 2018.....	Board Action
Monday, October 1, 2018.....	Contract Effective Date

## 1.9 ISSUANCE AND AVAILABILITY OF RFP

The RFP is issued at 12:00 p.m., May 3, 2018. The RFP will be posted and may be downloaded from the Workforce Solutions for Tarrant County website located at <http://www.workforcesolutions.net> and the Electronic State Business Daily (ESBD). Please direct all other questions and inquiries related to this RFP to Jack Cummings, Director of Contracts & Reporting, 817-413-4421, or via e-mail at [jack.cummings@workforcesolutions.net](mailto:jack.cummings@workforcesolutions.net).

## 1.10 RESPONSE DEADLINE

**This proposal must be officially received by the Board staff at 1320 S. University Dr., Suite 600, Fort Worth, Texas 76107, no later than 3:00 p.m. on Monday, July 9, 2018. 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:

**Judy McDonald, Executive Director  
Workforce Solutions for Tarrant County  
1320 S. University Dr., Suite 600  
Fort Worth, Texas 76107**

The timely delivery of proposals is the sole responsibility of the proposer. Proposals submitted by mail, courier or overnight delivery services must be physically received by the deadline specified above regardless of postmark or shipping date. WSTC is not responsible for any failures, errors or omission or

otherwise on the part of the U.S. Post Service or other carrier. Disputes concerning late or non-delivered proposals are not subject to appeal.

Any modification or amendment to a proposal already submitted must also comply with the above requirements and response deadline. Any proposals or amendments delivered/received after the specified deadline will not be considered for review and will be deemed as late and non-responsive – NO EXCEPTIONS.

A signed original and six (6) exact copies of the proposal must be submitted. The proposer is responsible for ensuring that all copies are the same and contain all required elements as specified in the RFP. Incomplete originals and/or copies will result in the proposal being deemed as non-responsive and ineligible for review.

### **1.11 WITHDRAWAL OF PROSPOSAL**

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

### **1.12 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 clearly marked). Such information will be kept confidential by WSTC to the extent permitted by State law.

### **1.13 BIDDERS' CONFERENCE CALL**

All bidders are encouraged to participate in the Bidders' Conference scheduled for **Wednesday, May 16, 2018 at 1:30 p.m.** via conference call to provide clarification and interpretation for this Request for Proposals. **Potential bidders are required to contact Tillie Taylor at [tillie.taylor@workforcesolutions.net](mailto:tillie.taylor@workforcesolutions.net) of WSTC for the conference call number and password.** After the Bidders' Conference, all subsequent questions must be submitted in writing to Jack Cummings, Director of Contracts and Reporting, via USPS, fax, or e-mail by 5:00 p.m. **Friday, May 18, 2018** to the following:

USPS: 1320 S. University Dr., Ste. 600, Fort Worth, Texas 76107  
Fax: 817-413-4421  
E-mail: [jack.cummings@workforcesolutions.net](mailto:jack.cummings@workforcesolutions.net)

Questions will not be taken over the phone nor will answers be given over the phone, by fax, or e-mail. All properly submitted questions, including those asked at the Bidders' Conference, will be compiled and answered on a comprehensive final Q & A that will be posted, in its entirety, on the WSTC website, located at [www.workforcesolutions.net](http://www.workforcesolutions.net). Any question submitted **after 5:00 p.m. Friday, May 18, 2018** will not be answered. Attendance at the Bidders' Conference is not mandatory, but is highly recommended.

**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.

#### **1.14 TYPE OF CONTRACT**

WSTC intends to negotiate a cost reimbursement contract as a result of this RFP, unless a different type of contract is determined by WSTC to be more advantageous to WSTC. Any contract resulting from this RFP will be contingent upon the availability of funds. The final contract will be subject to any changes in legislation, rules, or policies promulgated by the funding sources, including the U.S. Department of Health and Human Services and the Texas Workforce Commission. The Board retains the right to vary or change the terms of any contract solicited via 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. The general and administrative provisions contained in this RFP will be incorporated into the final contract.

#### **1.15 CONTRACT PERIOD**

Any contract resulting from this RFP will be for an initial period of one (1) year, beginning October 1, 2018 and ending September 30, 2019. WSTC may, at its sole discretion, opt to extend the term of a contract for up to four (4) additional one year periods, based on the contractor's performance, compliance, and the availability of funds. **WSTC reserves the right to terminate a contract at any time based on Contractor performance or non-compliance.**

#### **1.16 FUNDING**

Estimated funding for activities and services under this RFP is provided under the following:

1. Child Care and Development Fund (CCDF) Direct Care – **\$36,661,447** (includes Mandatory & Discretionary)
2. Child Protective Services (CPS) Direct Care - **\$2,540,000** this amount is estimated and is provided by an indefinite quantity contract - no performance measure is associated with CPS child care)
3. Texas Rising Star (CCQ)- **\$288,789** - This is to fund all costs related to 4 Texas Rising Star Mentor staff.

Final funding is contingent upon and subject to change.

#### **1.17 ADDITIONAL FUNDING**

WSTC reserves the right to negotiate the expansion of any contract to include other child care related funding sources or services during the contract period, even if not specifically mentioned within this RFP.

#### **1.18 EQUAL OPPORTUNITY/NONDISCRIMINATION**

By submitting a response to this RFP and as a condition of the award of a contract resulting from this RFP, the respondent assures that it will not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, political affiliation or belief, and

against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. In addition, the respondent assures that it will fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Title VI of the Civil Rights Act of 1964, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Americans with Disabilities Act of 1990, as amended
- The Age Discrimination Act of 1975, as amended
- Title IX of the Education Amendments of 1972, as amended

## **PART 2.0 – PROPOSAL REVIEW AND EVALUATION PROCESS**

### **2.1 EVALUATION PROCESS**

The evaluation process will consist of:

- A. An initial review of responsiveness and compliance with the technical specifications and other criteria specified in the RFP by WSTC staff.
- B. All proposals that have met the submission criteria and are deemed “responsive” will then be evaluated and scored by a team of qualified evaluators selected by WSTC. Proposals will be evaluated using the criteria specified below in Section 2.2.
- C. WSTC staff will review the evaluation results and will rank proposals based on the average scores of the evaluation team. A summary of the evaluation results and rankings will be presented to a designated committee of the Board and/or the full Board, and will be used as a guide for discussion and determination of a recommendation for selection and award.
- D. The Workforce Governing Board shall make the final decision regarding selection and award of a contract. All contract awards will be considered conditional pending a pre-award review and successful completion of contract negotiations.

**Note: WSTC reserves the right to request additional information from any proposer and/or to request select proposers to make an oral presentation of their proposal and participate in a question and answer session with a designated committee of the Board and/or the full Board. WSTC reserves the right to depart from the proposal rankings and scoring if it deems such departure better serves the interests of the Board.**

### **2.2 EVALUATION CRITERIA**

Responsive proposals submitted by the deadline will be evaluated using the following criteria. Proposals can receive a total of 100 points with 5 bonus points for Quality Enrichment Plan and 5 bonus points for any entity that is a certified HUB. Only those proposals that score a 70 or higher (based on the average of the scores assessed by each member of the Review Team) will be forwarded to the Committee for further action.

- **Organizational Capacity** **20**  
Proposals will be evaluated to determine if the respondent has the organizational capacity, structure, and capability to effectively and efficiently manage and operate the CCMS program. Evaluation will include organizational and management structure, staffing plan, staff qualifications, performance management, and continuous improvement efforts.

▪ <b>Demonstrated Performance</b>	<b>15</b>
Proposals will be evaluated to determine if they have the requisite experience in managing/operating the CCMS program and the likelihood of future success under a contract with WSTC. Evaluation will include experience in providing services similar to those solicited in this RFP, performance outcomes/results, monitoring and/or evaluation reports.	
▪ <b>Design and Approach</b>	<b>35</b>
Proposals will be evaluated for the respondent’s service delivery design and overall approach to providing CCMS services. Evaluation will include the design factors identified in this RFP, outreach and recruitment strategies, community partnerships/collaborations, innovations, and inclusion of all targeted/priority populations. A new proposer will be evaluated on overall plan to ensure seamless transition of service delivery and the non-interruption of services to customers.	
▪ <b>Financial Management</b>	<b>15</b>
Proposals will be evaluated to determine if the respondent has the financial systems and capabilities to effectively manage program finances. Evaluation will include respondent’s financial and administrative systems, financial conditions, financial resources, cost allocations plan, audit, monitoring and/or legal issues, and overall financial capacity.	
▪ <b>Budget/Cost Effectiveness</b>	<b>15</b>
Proposed budgets will be evaluated for reasonableness of cost, clarity in identifying and explaining costs, minimization of operational costs, and the overall competitiveness of costs compared to other proposals.	
▪ <b>Quality Enrichment Plan</b>	<b>5</b>
Proposer will be evaluated on the capability to bring value added tools, processes and resources that will enhance the basic quality criteria and activities.	
▪ <b>HUB/Bonus</b>	<b>5</b>
Proposals that document HUB status will be awarded five bonus points. HUBs must attach a copy of the notice of certification to be eligible for points awarded under this section.	
<b>TOTAL POSSIBLE POINTS</b>	<b>110</b>

### 2.3 SELECTION AND AWARD ANNOUNCEMENT

Workforce Governing Board, which will officially select and award a contract to the successful bidder/proposer at an open meeting of the Board. The successful Proposer approved for funding by the Board will receive a Letter of Intent to contract for services, pending successful negotiation with the Board and finalization of the contract by legal staff.

### 2.4 PROPOSER INQUIRY AND APPEAL PROCESS

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

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

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

**Step3. Written Notice of Appeal** -- If, after the debriefing, the appealing party wishes to continue with the appeals process they must submit to the Board a Notice of Appeal. This written notice must clearly state that it is an appeal and identify (a) the funding decision being appealed (i.e. specific date of RFP or IFB, or the Board action); (b) the name, address, phone and fax number (if available) of the appealing party(ies); and (c) the grounds of the appeal. The Executive Director 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:

Judy McDonald, Executive Director  
Workforce Solutions for Tarrant County  
1320 S. University Dr., Suite 600  
Fort Worth, Texas 76107

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

**Step4. Informal Hearing** -- An Informal Hearing will be held at the Board offices **within 10 days of receipt of the Notice of Appeal.** The Hearings Officer will meet with the appealing party to discuss their concerns and the specific grounds of the appeal. The Hearings Officer may recommend to the Executive Director any appropriate actions, allowable under applicable rules

and regulations and consistent with agency procurement policies, to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

**Step5. Request for Formal Hearing** -- The appealing party, if not satisfied with the results of the Informal Hearing, must inform the Hearings Officer, in writing, no later than five (5) working days from the date of the Informal Hearing of the intent to proceed with the appeal. Within ten (10) days of receipt of this written request, the Hearings Officer will respond, in writing, to inform the appealing party of the time, date, and place of Step 6, the Formal Hearing.

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

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

In all instances, information regarding the protest/dispute will be disclosed to TWC. TWC Financial Manual for Grants and Contracts, Chapter 14, Section 14.20, provides for limited appeals of any Board decisions:

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

- ◆ Violations of federal law and regulations,
- ◆ Violations of State or local law shall be under the jurisdiction of State or local authorities, and
- ◆ Violations of contractor'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 SCOPE OF WORK**

The WSTC Board is seeking a single contractor for the operation of the CCMS program. The child care contractor will manage and administer the CCMS program for Tarrant County. The current child care program operates in a separate facility location independent of the workforce centers, but coordinate with the workforce center contractor as needed. The selected contractor will perform a wide-array of functions and assume a variety of responsibilities related to the area of child care client and operational services, provider management, financial management, and quality initiatives.

### **3.1 RESPONSIBILITIES OF THE CONTRACTOR**

- Customer Services
- Provider Services
- Mentoring of Texas Rising Star (TRS) Providers
- The Early Learning Registry

- Community Quality Enrichment Activities
- Internal Monitoring, Timely Data Entry, and Data Integrity
- Automation, Phone System, and Paperless Document System Support
- Fiscal Management, Data Reporting, and Provider Payment
- Data Management, Ad-Hoc Reports, and Referral Fixes
- Financial and Data Reporting
- Appeals, Fraud Prevention, Detection and Reporting
- Ongoing Staff Training and Development
- Quality Customer Service

### **3.2 CUSTOMER SERVICES**

Determining and documenting initial and subsequent family eligibility including activity interruptions, status changes, parent share of cost, documenting in TWIST Counselor Notes and Workflow every interaction with parents, ordering Child Care Attendance Automation (CCAA) cards, and the provision of all client services including the addition and removal of children from the wait list, absence reports and letters, sending 2450's to providers, timely data entry (within 5 business days), and providing appropriate information and choices for better child care decision-making.

Coordination with DFPS on referrals and terminations of CPS child care and the Career Center contractor for referrals and terminations for Choices, Applicant, WIOA Youth, and SNAP child care; referrals from other community programs such as homelessness and teen parents.

### **3.3 PROVIDER SERVICES**

Recruitment and entering financial agreements with regulated and listed relative child care providers, collecting and automating provider reimbursement rates and holidays, collection W-9's and issuing IRS Form 1099 for provider payments, documenting all interactions with providers in TWIST comments, maintaining and disseminating written Provider Manuals, providing technical assistance and Service Improvement Agreements (SIA) as needed to providers for non-compliance, review and action as needed of providers on the Child and Adult Food Program (CACFP) National Disqualification List as well as providers on corrective or adverse actions with DFPS.

Identification of children with disabilities for parents requesting inclusion assistance and the automation of the inclusion rate in TWIST.

### **3.4 TRS PROVIDERS**

Contractor will provide recruitment and Mentoring services for Texas Rising Star (TRS) providers per the TRS Guidelines and coordinate with the TRS Assessors.

### **3.5 THE TARRANT COUNTY EARLY LEARNING REGISTRY**

The Texas Early Childhood Professional Development System (TECPDS) is a statewide data system that enables Early Learning Professionals to maintain training certifications, earned credentials, and take ownership of their individual professional development.

The Contractor will be required to elevate early learning childhood professionals by completing the following:

- Administering the Tarrant County Early Childhood Workforce Registry;
- Providing Technical Assistance to professionals interested in registry participation;
- Maintain ongoing professional development support for early learning professionals.

### **3.6 COMMUNITY QUALITY ENRICHMENT ACTIVITIES**

In an environment of limited funding and increased demand for services, it is critical to maximize resources including: enhanced coordination with community service providers, increased collaboration with child care providers, and improved accountability of the CCMS and TRS programs. Identify ways in which quality funds will be utilized to enrich early childhood education in the county and enhance the TRS program and professional development.

The Contractor will be required to increase program quality by participating in the following activities:

- Maintain participation on the Early Learning Alliance of Tarrant County committees;
- Participate in the Tarrant County CLASS Demonstration Project with SMU;

### **3.7 INTERNAL MONITORING, TIMELY DATA ENTRY, DATA INTEGRITY**

Development and adherence to an internal quality assurance system to include at a minimum reviews of customer eligibility, regulated provider data and payments, relative providers, CCAA Child Care Exception Reports.

Attainment of the state and local performance measures and goals as noted in Expected Program Outcomes in Exhibit A.

Responsiveness to TWC and WSTC requests for information on various exception reports, customer information, complaints, data integrity, or any other requested information within short timeframes.

Maintenance of written internal procedures for all operational aspects of the program and forms available to all Contractor and WSTC staff and a process to ensure that they are updated as rules and policies change.

Requirements of quarterly reporting of internal monitoring (samples, scope, tool, etc.)

### **3.8 AUTOMATION, PHONE SYSTEM, PAPERLESS DOCUMENT SYSTEM**

Work in a call center environment. Services must also be provided via fax, email, website, and walk-in as required.

Use of the Workflow management system and its components, including TWIST, to provide documentation trails including screen shots, routing work, electronic imaging of data from the e-fax server or MS Office e-mail, tracking of status of assigned work items, offers a dashboard that displays due dates and has reporting capabilities, also provides work item reassignment from case manager to case manager.

Contractor will be responsible for e-mail accounts for all Contractor staff, connectivity to The Workforce Information System of Texas (TWIST), Workflow, TWC Mainframe, Texas Integrated Eligibility Redesign System (TIERS), Child Care Attendance Automation (CCAA) system, CLI Engage, The Early Childhood Professional Development System (TECPDS), and Program Integrity Reporting Tracking System (PIRTS).

### **3.9 FINANCIAL MANAGEMENT, CLAIMS PROCESSING, OVERPAYMENTS, INVENTORY**

Timely payments within 10 (ten) business days to providers using electronic funds transfer. Under exceptional circumstances payments by check may be made by the Contractor and must be documented in TWIST Comments for each provider for each occurrence. Claims must be processed prior to the TWC unit performance extract date each month (24<sup>th</sup>). Timely correction of referral fixes, blanking of attendance as warranted, and sending out payment proofs to providers. Providing enhanced reimbursement rates to TRS

Manage eligibility characteristics and multiple funding streams, forecasting of units and expenditures to meet expenditure benchmarks with submission to WSTC once a month. Maintenance and tracking of all WSTC property in the custody of the Contractor and designation of a Property Officer.

### **3.10 DATA MANAGEMENT, ADHOC QUERIES, REFERRAL FIXES**

Records retention requirements and accessibility of records to monitors, auditors, TWC, HHS, and WSTC and open records requests.

Establishing a system of accountability for parents for reporting attendance via CCAA and a system of accountability for providers to ensure they report non-payment of parent share of costs, no contact absences, and follow established attendance reporting and tracking procedures required by TWC, WSTC, or the Contractor.

Ensuring confidentiality of personal identity data in hard copy until data is filed in Workflow and the hard copy is destroyed or electronic files using encryption and annual staff testing on TWC security requirements.

Have the ability to provide program data to WSTC on a quarterly basis, the Contractor's internal accounting and financial management systems.

Run Ad-Hoc queries using Infomaker and utilize advanced MS Office programs. Complete referral fixes as necessary to correct data in TWIST resulting in improper payments.

### **3.11 FINANCIAL AND DATA REPORTING**

Provide an accurate and auditable record of all financial transactions.

Report expenditures using a Monthly Cost Summary to the Board by the 10th calendar day of the month for the previous month and at least monthly invoices for operational costs with check registers and procurement documents as required in the Contractor procurement verification policy.

Preparing budgets including budget narratives and closeout reports within 45 calendar days of the end of the contract period.

Ensure compliance with all TWC FMGC requirements including procurement and contracting.

### **3.12 APPEALS, FRAUD PREVENTION, DETECTION AND REPORTING**

Handle parent and provider appeals to include the following: informal resolutions, providing testimony at WSTC and TWC hearings, and maintaining a log of parent and provider complaints and their resolution.

Fact finding and reporting of suspected fraud or program abuse using PIRTS , determination of amounts owed to the program by parents and providers for fraud or general overpayments, tracking, managing and reporting improper payments, developing repayment schedules including statements and collections as well as reporting and remitting to WSTC on a quarterly basis by contract, fiscal year, and type of overpayment.

### **3.13 ON-GOING STAFF TRAINING AND DEVELOPMENT**

Establish a system of regular and on-going staff training and development of various State, WSTC, and local rules, policies, procedures, systems and applications.

### **3.14 QUALITY CUSTOMER SERVICE**

Ensuring that all staff interact with customers (parents, providers, general public, etc.) in a professional, respectful and courteous manner at all times. Maintain the CCMS program, customer forms, quality child care indicator listing updated monthly, and provider manuals and data on the Contractor's website; promote consumer education and notify parents and the public of quality child care indicators; design program services to minimize operational costs and improve program efficiency and quality customer service including dropped phone calls and average time a customer is on hold.

### **3.15 TRANSITION PLAN**

All proposals (except from the current CCMS contractor) must include a transition plan as part of their proposal. Designate a person who will serve as the primary point of contact for the transition. Provide a brief description for each of the following elements:

- Activities from the date of notice of selection through the first 90 days of a contract.
- Staffing and training plans.
- Transition of services to customers and providers from the previous contractor so as to ensure continuity of services.
- Transfer of records from the previous contractor
- Include a proposed budget for costs that may be associated with the transition.

## **PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION**

### **4.1 INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

Proposals must be typed, single spaced, 12 font, one sided only, one column, and submitted on 8 1/2 x 11 inch paper in accordance with the instructions in Part 3 of this request. **Fancy or bulky binding,**

**colored displays and promotional material are discouraged.** Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner.

**NUMBER OF COPIES - One (1) complete original with original signatures and six (6) exact copies must be submitted as required.** The original includes all Items listed in Section 4.2. "Response Checklist" (see below), including Attachments. Copies include all materials which will be used by readers in rating the proposal. Items listed under attachments with original signatures are required only with the original copy of the proposal. All documents submitted must be legible, complete and fully assembled. Copies may be submitted in a three-ring binder or clipped in the upper left-hand corner. Please do not staple. 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.

**ELECTRONIC DOCUMENTS** - Proposers may include one DVD with their proposal. It may contain the following items:

1. Monitoring documents.
2. Other required attachments that are longer than 25 pages (e.g., personnel or financial policies, etc.)

Requirements for the DVD are as follows:

1. DVD must be readable in a common desktop/laptop DVD drive. No Blue Ray or uncommon high-capacity discs.
2. DVD is to be placed in a flat pouch that's attached to an 8.5" x 11" sheet of paper and placed directly behind the proposal cover sheet.
3. The contents of the DVD are to be listed on the sheet it's attached to.
4. All copies of the proposal must include a copy of the DVD.
5. The proposer's name must be written on the DVD.

Proposals that include a DVD must also include notations or pages, where applicable, that direct reviewers to the DVD for expected content.

**PROPOSAL LABELING AND SUBMISSION** - Proposals must be addressed, externally labeled, and submitted according to the instructions regarding the response deadline in Part 1.10 of this RFP. **No faxed or emailed proposals will be accepted. Proposals and/or amendments will be deemed non-responsive and not considered for review or award if they are submitted after the RFP deadline.**

#### **4.2 RESPONSE CHECKLIST AND ORDER OF SUBMISSION**

The proposal must be submitted with all required elements and assembled in the following order:

- Cover Sheet
- Table of Contents
- Executive Summary
- Proposal Narrative
- Budget Forms / Cost allocation plan
- Administrative Management Systems Survey
- Fiscal Management Survey
- Certification of Legal and Signatory Authority

- Certification Regarding Lobbying, Debarment, and Drug-Free Workplace
- Certification Regarding Texas Corporate Franchise Tax
- Certification Regarding Conflict of Interest
- Certification of Non-Discrimination & Equal Opportunity
- Certification of Historically Under-utilized Business, if applicable
- Organizational Chart(s)
- Job Descriptions of Key Staff
- Key Staff resume(s)
- Organizational Board of Directors, owners, principals, officers
- Monitoring Reports for past two (2) years for similar services
- Indirect Cost Plan or Cognizant Agency Letter of Approval
- Financial Audits, including management letters, for the two (2) most recent years (to accompany the Original only)
- IRS Form 990 (501 C3 non-profit corporations only), for the two (2) most recent years (to accompany the original only)
- Annual Report to Shareholders (for-profit companies only)
- Subcontract Agreements, if applicable
- Joint Venture or Partnership Agreement, if applicable

**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)

**TABLE OF CONTENTS** -- Proposals must include a Table of Contents that lists each item of the proposal, including attachments, with corresponding page numbers. Items must be in the order as specified in 4.2 above.

**EXECUTIVE SUMMARY** -- A brief (1-2) page summary highlighting the proposer’s organizational history, qualifications and experience in managing Child Care Management Services; overall approach to delivering the services solicited in the RFP; and any unique or innovative aspect in your proposal. Also describe what extra benefit or value-add your organization would bring to WSTC as a contractor – what is it that separates you from other proposers?

### **4.3 PROPOSAL NARRATIVE (STATEMENT OF WORK)**

The proposal should provide a complete description of the proposed plan for managing and operating the CCMS program. Narrative responses for each item should be clear, concise and relevant. Please label each area in the same order as given below. Be sure to include all required attachments. If selected and approved for the award of a contract, this section will be used as the basis for the Statement of Work.

#### **SECTION A - ORGANIZATIONAL CAPACITY**

1. Provide a brief history of your organization, structure, type, primary source(s) of revenue, lines of business or the type(s) of services that your organization provides.
2. Provide a copy of your entity’s organizational chart, including where the CCMS program will fit in.

3. Describe the compatibility of your organization's mission and the CCMS program.
4. If you are submitting a proposal as a partnership, consortium, or joint venture, identify the roles, responsibilities, and functions of each party; identify the lead entity; and attach a copy of the partnership, consortium or joint venture agreement.
5. If you are planning on subcontracting any services, identify which services will be Subcontracted and the rationale for using a subcontractor(s) as opposed to providing the service(s) yourself. Describe how subcontractors were or will be procured.
6. Describe your use of performance management strategies and tools and how you will use information and analytics to improve performance, service, and make decisions.
7. Describe how you will ensure the timeliness, accuracy, and integrity of data entry and reporting.
8. Describe how you will ensure the security and confidentiality of customer information.
9. Describe your approach/plans for continuous improvement of the CCMS program and in providing quality customer service.
10. Describe your staffing plan for the CCMS program. Include the number and types of positions to be funded under a contract resulting from this RFP. Include as an attachment the job descriptions (detailing minimum qualifications) for each position and resumes (if available) for all key management positions. In addition, attach an organizational chart for the CCMS program clearly showing the lines of authority.

#### **SECTION B - DEMONSTRATED PERFORMANCE**

1. Describe your organization's experience in providing CCMS services (the same or similar to those solicited in this RFP).
2. If you have provided any CCMS services on a contractual basis for another entity (e.g., Workforce Board) funding the past two (2) years, provide the following information on each contract:
  - Name of contracting entity
  - Date(s) of contracts
  - Contact name, phone number, and e-mail address
  - Total amount of contract(s)
  - Type(s) of services provided
  - Number of individuals served
  - Performance outcomes/results
3. Describe your internal monitoring/quality assurance procedures.
4. Provide copies of your most recent internal and external monitoring reports. If there were any findings identified, discuss the current status of those findings and the corrective actions taken.
5. Has your organization been placed on any type of corrective action plan during the past two (2) years relating to matters of compliance, performance, and/or expenditure? If so, describe the circumstances and the current status of any such plan.
6. Provide a summary of all EEO related complaints, including the current status of each complaint or on any that are pending.

7. Describe your experience (if any) with The Workforce Information System of Texas (TWIST) and Workflow.
8. Describe any relevant awards, recognitions, or noteworthy achievements your organization has received during the past two (2) years.
9. Provide any additional relevant information that substantiates or demonstrates your organization's experience and performance in providing CCMS services. Describe any proposed program facility (ies), in terms of space available, its location (including ZIP code) and how readily accessible it is to public transportation route.

## **SECTION C – DESIGN AND APPROACH**

### **1. Customer Service, Intake and Eligibility Determination**

- a. Describe your vision for successful customer services, including a complete description of all customer services functions, coordination with other departments, portable services, etc.
- b. Describe how you will coordinate outreach and recruitment efforts with school districts, local career centers and other community partners.
- c. Describe procedures for eligibility determination and redetermination, referral and enrollment.
- d. Identify how you will ensure that parents are educated and allowed to choose quality child care based on provider information.
- e. Describe methods for managing the child care wait list and customer appeals.
- f. Describe the process and sources for benchmarking key customer service results and explain how the benchmarking process is integrated with CCMS management and performance.
- g. Describe the process for assessing and verifying the collection of parent fees

### **2. Provider Services/Quality**

- a. Describe your vision of successful provider services, including a complete description of all provider services functions, coordination with other departments, portable services, etc.
- b. Describe new provider orientations for all child care provider types.
- c. Describe methods to promote and increase the quality of child care using the Texas Rising Star (TRS) program, including descriptions of planned activities, training needs, and coordination with the community.
- d. Discuss assistance and innovative strategies for sustainability and increasing of TRS providers.
- e. Describe strategies on how quality funds will be utilized to enhance quality and any value-added resources or tools that go beyond basic quality criteria.
- f. Describe methods to promote and increase participation with the online registry for Early Learning Programs of TECPDS.

### **3. Monitoring/Continuous Improvement**

- a. Describe your vision of successful monitoring and continuous improvement, including a description of all functions, tools and assessments to be used to reach intended results, coordination with other departments and how many staff will be assigned to services in this RFP.
- b. Describe internal monitoring techniques and practices to ensure compliance with policies, rules and regulations, and to ensure data integrity. Include a discussion on setting standards and how unsatisfactory results will be analyzed and addressed.
- c. Describe high-level oversight for all provider payments including recoupment of any improper payments and identification of fraud and abuse.
- d. Describe plans to continuously improve internal staff proficiency and skillfulness for better efficiency.
- e. Describe the plan to create a work environment that promotes quality customer service, high levels of performance, and accountability.
- f. Describe continuous improvement techniques and practices that will be applied to achieve high levels of customer satisfaction for customers and providers.

### **SECTION D – FINANCIAL MANAGEMENT**

1. Describe your organization's financial and accounting system. Identify any accounting software your organization uses.
2. Describe your organization's financial capability and knowledge of accounting for and managing CCMS resources. Attach the job descriptions (detailing minimum qualifications) for each financial position and the resumes (if available) for all key financial management positions.
3. Describe your systems for managing expenditures against budgets; ensuring the accuracy, allowability and allocation of costs, and financial forecasting.
4. Provide your organization's current source(s) of funding and the percent of the total each source represents.
5. Describe how your organization would pay back any disallowed costs (from non-federal funds) identified through monitoring or audit. Identify the source(s) of such funds.
6. Describe your procedures for encumbrances and expenditures (accrual accounting) inclusive of tracking obligations and vendor payment.
7. Describe in detail how expenditures, accruals, and encumbrances will be tracked to ensure that expenditure levels will be met.
8. Describe payroll, leave, and travel policies, and how related documentation files are maintained.
9. Describe your plan for ensuring sufficient financial resources are on hand to cover up to four (4) weeks of expenses.
10. Describe your procurement procedures to ensure necessity and cost reasonableness is determined for all purchases.

11. Complete and attach the Administrative Management and Fiscal Management Surveys.
12. Provide copies of any internal and external financial monitoring reports for the past two (2) years. Identify any findings, including questioned/disallowed costs, and the current status or resolution of identified findings.
13. Provide copies of your organization's two (2) most recent/completed independent audit reports, including management letters. If management letters are not available, explain why not.
14. Describe any outstanding or potential liabilities (i.e. delinquent taxes, lawsuits, claims, etc.) and their current status.
15. If indirect costs are proposed, bidder must provide a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate.
16. Non-profit entities must submit a copy of their most recent IRS Form 990.
17. Provide any additional information that would support your organizations financial management capabilities and condition.

#### **SECTION E – BUDGET/COST EFFECTIVENESS**

1. Provide a copy of your indirect cost plan, if applicable.
2. Provide a copy of your cost allocation plan.

We will be evaluating your budget, including budget narrative, to ensure that all costs are adequately explained and how they are calculated. We will compare your proposed budget to those of other respondents. We will also be looking at how you intend to minimize operational costs. In addition, we will be assessing the cost effectiveness of your proposal spending. The final contract budget will be established during contract negotiations.

#### **PART 5.0 - BUDGET**

The proposed budget must support the proposal narrative and include only those costs related to the operation and management of the entire CCMS in WSTC. All costs must be necessary, reasonable, allowable, and allocable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget Circulars (OMB) and/or the FMGC, as applicable. If successful, the proposed budget will serve as a basis for contract negotiations.

Each proposer must submit a line-item budget that reflects their proposed costs for operating the CCMS system during the period 10-1-2018 through 9-30-2019. The budget must be prepared using the budget forms provided in this RFP.

##### **5.1 Required Budget Forms**

Budget forms are available on-line in Microsoft Excel format at [www.workforcesolutions.net](http://www.workforcesolutions.net). These forms must be used to submit the proposed budgets. The required forms are as follows:

- a. Line-Item budget: Use the line-item budget form to present your proposed budget.
- b. Budget Detail: Personnel Salaries: Account for all staff included in this proposal. Salaries are to be budgeted in accordance with the proposed salary schedule for all positions.

Each position must be detailed on a separate line. For example, if a total of 25 staff are proposed, then the salary detail will have 25 lines. Do not budget multiple FTE's on a single line.

- c. Budget Detail: Personnel Fringe: Detail the fringe benefit costs for each proposed position using this form. The positions shown on this form will need to correspond to those listed in the personnel salaries detail.
- d. Facility Cost Worksheet: Use this form to provide the requested cost information on the facility included in your proposal.

## 5.2 Budget Detail - All Other Line Items

In addition to the forms required above, proposers must provide additional budget detail to justify the costs proposed and the amount budgeted for all other line items in the proposed budget. Proposers are expected to be clear and thorough in documenting costs in all line items in the budget.

Although a specific format for the other line-items budget detail is not prescribed, the documentation should follow the order of the line-items in the budget. The back-up should provide a level of detail sufficient to justify the proposed expenditure and show how the budgeted amount was developed.

## 5.3 Budgeting Considerations

- a. Administrative Costs  
Proposers are not required to differentiate between administrative and programmatic costs.
- b. Facilities Costs  
The selected contractor will be responsible for providing facilities for CCMS Operations, subject to Board approval. The following line-items are used to budget these costs:
  - Building Rental / Lease
  - Building Maintenance
  - Utilities

Proposers may budget for the cost of either leased or owned facilities. Owned facilities must be budgeted using an allowable Depreciation or Use Allowance methodology.
- c. Equipment  
Proposers should not budget for the purchase of computer hardware or software. All computer equipment purchases are managed at the Board level. General office furniture and equipment necessary for CCMS operations is also already available.
- d. Indirect Costs  
Reasonable indirect costs will be allowed, as provided for the/and subject to the Uniform Guidance found at 2 CFR 200.
- e. Profit  
An allowable line-item only if the bidder is a for-profit entity. Profit is subject to negotiation. Profit is limited to a maximum of ten percent (10%) of total operation costs (excludes costs associated with indirect costs and direct client services).

## **PART 6.0 - BONDING AND INSURANCE**

The Board will require the CCMS Contractor to comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

### **6.1 Contractor Bonding Requirements**

Contractor and all Sub-Contractors must obtain a fidelity bond in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in this proposal.

### **6.2 Contractor Insurance Requirements**

#### **6.2.1 General and Professional Liability Insurance**

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim \$3,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### **6.2.2 Errors and Omissions Insurance**

Contractor shall maintain at its sole cost and expense a policy of Errors and Omissions Insurance, or the equivalent, from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement.

#### **6.2.3 Fire and Extended Coverage Insurance**

In addition, Contractor shall maintain at its sole cost and expense fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### **6.2.4 Public Liability and Property Damage Insurance**

Contractor shall also maintain at its sole cost and expense public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 6.2.5 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees. Contractor agrees to defend, indemnify and hold harmless the Board and the Board's agents, servants, employees, contractors, customers and invitees from and against any and all loss, liability, costs, claims, demands, judgments, attorney's fees or expenses for any such injury or damage.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

### **PART 7.0 ASSURANCES AND CERTIFICATIONS**

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

#### **SECTION 1. Compliance with Law/Order of Precedence**

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

#### **SECTION 2. Child Labor Laws**

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

#### **SECTION 3. Health and Safety Standards at Contractor Facility**

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

#### **SECTION 4. Grievances and Complaints**

Contractor shall establish and maintain a complaint procedure in accordance with the regulations, and state or local policy to resolve all complaints arising under programs funded by this Contract. In this regard, the Contractor shall notify the Board in writing upon receipt of any such grievances or complaints filed and cooperate with the U.S. Department of Labor, TWC, and the Board in the resolution of any conflict, which may occur from the activities funded under this Contract.

#### **SECTION 5. Equal Opportunity Compliance**

- A. Contractor assures and guarantees that it will comply fully with the nondiscrimination and equal opportunity provisions, including Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Non-traditional Employment for Women Act of 1991, 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 Investment Act Title I financially assisted program and/or activity, as defined under 29 CFR 37.

#### **SECTION 6. Political Activities; Lobbying Prohibited**

- A. Political Activities Prohibited  
Contractor shall not permit any program funds provided under this Contract to be in any way or to any extent utilized in the conduct of political activities in contravention of Chapter 15 or Chapter 73 of Title 5, United States Code. Prohibited activities under this section include, but are not necessarily limited to the assignment of any customer by Contractor to work for or on behalf of a partisan political activity; or to participate in other partisan political activities such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.
- B. Political Restrictions on Customers  
Customers are not precluded from taking an active part in a political campaign outside of training hours, provided they do not identify themselves as spokesmen for any program funded under this Contract.
- C. Political Restrictions on Employees  
Contractor shall prevent persons whose principal employment is involved with an activity funded in whole or in part by the Board Disbursements, during working hours paid by this Contract, from:
  - 1. Being a candidate for public office;
  - 2. Aiding the election or defeat of a candidate for public office;
  - 3. Publicizing, lobbying, or propagandizing the support or opposition to legislation pending before a government body;
  - 4. Impeding any person's right to vote, sign petitions, or speak or write on political subjects unrelated to specific political or legislative campaigns;

5. Soliciting funds or contributions for political purposes; or
6. Coercing, or attempting to coerce, persons in matters relating to any of the foregoing; or
7. Engaging in any political activity at any time as a representative of the Board, and/or its contractors, TWC, or other Federal or State funding source(s).

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

D. Restrictions on Lobbying

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

**SECTION 7. Non-Labor Involvement**

A. Union Activities

1. No funds under the Act shall be used in any way to assist, promote, oppose or deter union organizing.
2. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
3. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State law.
4. An opportunity to comment on proposed training will be afforded to any labor organization representative as outlined in Section 143.C.2 of the Act.

B. Labor Disputes Involving Work Stoppage

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

**SECTION 8. Sectarian Involvement Prohibited**

- A. Contractor shall ensure that no funds under this Contract are used, either directly or indirectly in the support of any religious activity, worship, or instruction.

- B. No customer shall be engaged in the construction, operation or maintenance of that part of any facility, which is used or will be used for religious instruction or as a place of religious worship.
- C. Places of religious worship such as a church or a chapel shall not be used as worksites for customers.

**SECTION 9. Prevention of Fraud and Abuse**

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

**SECTION 10. Confidentiality of Records**

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

**SECTION 11. Nepotism**

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

consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

## **SECTION 12. Conflict of Interests**

- A. Standards of Conduct for Public and Non-Profit Contractors -- By signature of this Contract, Contractor hereby covenants and affirms that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration:
1. General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditures of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. No member of the Board shall cast a vote on the provision of services by that member (or any organization which that member represents, or their affiliate) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.
  2. Conducting Business Involving Relatives - No relative by blood, adoption, or marriage or any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. Contractor shall also avoid entering into any Contracts for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain approval from the Board before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
  3. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
  4. Avoidance of Conflict of Economic Interest - An executive, officer, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Contract funds will be used solely for purposes allowed under the Contract.
  5. No officer, manager, or paid consultant of Contractor is, or is married to, a Director of the Board or a manager of the Board.
  6. No Director of the Board of or manager of the Board directly owns, controls, or has any interest in Contractor.

7. No Director of the Board or employee of the Board receives compensation from Contractor for lobbying activities as defined in Chapter 305 of the Texas Government code.
8. Contractor has disclosed on the face of this contract any interest, fact or circumstance, which does or may present a potential conflict of interest.
9. Should Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to this Contract and shall immediately refund to the Board any fees or expenses that may have been paid under this Contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to this Contract.
10. Contractor shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802.

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

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

**SECTION 13. Notices/Communication**

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

**SECTION 14. Charging of Fees**

Contractor shall not:

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

**SECTION 15. Program Participation**

- A. Contractor agrees that participation in programs and activities financially assisted under the terms of this Contract shall be open to established residents who are citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

- B. Contractor agrees that services provided under this Contract are to be provided to eligible persons as defined by Federal and State Rules and Regulations, the TWC, and other funding source(s) for this Contract and the Board plans for workforce services to customers.

**SECTION 16. Use of Funds/Maintenance of Effort**

- A. Contractor assures and guarantees that it shall not operate a program in such a manner that it would result in total or partial displacement of employed workers by customers employed under the Act, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.
- B. Contractor assures and guarantees that it shall not operate a program in such a manner as to impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such a collective bargaining agreement, or either such party fails to respond to written notification requesting its concurrence with thirty (30) days of receipt thereof.
- C. Contractor assures and guarantees that it shall not place or retain a customer in a position (1) when any person is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a customer whose wages are subsidized under the Act and or other applicable laws and regulations. Furthermore, no jobs shall be created for customers in a promotional line that shall infringe in any way upon the promotional opportunities of currently employed individuals.
- D. Contractor agrees that the Board funds under this Contract are to be used only for activities which are in addition to those which would otherwise be available in the service area in the absence of such funds.

**SECTION 17. Responsible Contractor**

- A. Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this Contract exactly as specified. Additionally the Contractor assures the Board that its performance under the terms and conditions of this Contract will be in accordance with highest integrity and business ethics. If the Board determines at its sole discretion that the Contractor is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of this Contract, it shall terminate this Contract.
- B. The Board, in its sole discretion, may deem the Contractor a "high risk" if there is serious question or issue regarding the Contractor's administrative, financial or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: (1) has 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 18. Minimum Wages for Customers**

- A. In all instances when wages are paid to a customer enrolled in programs funded under this Contract, and in all instances when a job-ready customer is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the customer is compensated at a rate, including periodic increases, which is no less than the highest of the following standards:
  - 1. The minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended; or
  - 2. The state or local minimum wage for the most nearly comparable covered employment; or
  - 3. The prevailing rates of pay for persons employed in similar occupations and skill level by the same employer; or
  - 4. The minimum entrance rate for inexperienced workers in the same occupation in the establishment; or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or any minimum rate required by an applicable collective bargaining agreement.
  
- B. Contractor shall not place a customer in training, or in subsidized employment, for an occupation or skill for which practitioners of that occupation or skill normally are compensated at a rate less than the minimum wage specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

**SECTION 19. Federal/State Obligations**

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

**SECTION 20. Accessibility of Records**

- A. Contractor shall give the U. S. DOL, Comptroller General, General Accounting Office, Auditor of the State of Texas, the TWC, or the Board, through their authorized representative, the access to and the right to examine all records, books, papers or documents requested.
  
- B. Contractor agrees to cooperate with any monitoring inspection, audit, or investigation of activities related to this Contract as may be conducted by the Board, the TWC, the State, the U.S. DOL, Comptroller General of the United States, or their duly authorized representative. Contractor agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested.

- C. Such access shall be granted during regular office hours of the Contractor with or without previous announcement and shall include Contractor provision of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

#### **SECTION 21. Drug-Free Workplace Rule**

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

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

#### **SECTION 22. Economic Development and Relocation Activities**

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

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

**SECTION 23. The Rehabilitation Act/The Americans With Disabilities Act**

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

**SECTION 24. Integrity of the Texas Workforce System**

Contractors shall be in accordance with **Texas Administrative Code, Title 40, Part 20, Chapter 802** by: maintain fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state statutes and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

**SECTION 25. Use of Funds/Buy American Act**

In spending funds under this Contract, Contractor agrees to comply with the Buy American Act (41 USC 10a et seq.), as referenced in WIA § 505.

**PART 8.0 – EXHIBITS AND ATTACHMENTS**

Exhibit A – Current Program Information

Exhibit B -- Definition of Key Terms

Attachment A – Proposal Cover Sheet

Attachment C – Budget Forms

Attachment E – Administrative Management Systems Survey

Attachment F – Fiscal Management Survey

Attachment G – Certification of Bidder

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Attachment I – Certification Regarding Drug-Free Workplace Requirements

Attachment J – Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement