

WORKFORCESOLUTIONS
G R E A T E R D A L L A S

REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION
DALLAS WORKFORCE SYSTEM

FY 2021 - 2025



ISSUE DATE: APRIL 8, 2021, 1:00 P.M., CDT

RESPONSE DEADLINE: MAY 6, 2021, 5:00 P.M., CDT

Bidders' Conference
April 14, 2021, 10:00 a.m.
Video Conference Information will be provided, please RSVP at:
procurement@wfsdallas.com

On-line Bidders' Questions/Answers and RFP Forms at:
<https://www.wfsdallas.com/doing-business>

www.wfsdallas.com

Workforce Solutions Greater Dallas is an equal opportunity employer/program. Auxiliary aids are available upon request, for persons with disabilities. TTY:214-745-1054. Funding received by the TWC and through the Departments of Labor, Health, Education and Agriculture. Nearly 100% of paid costs would be from Federal Funds. It is not anticipated that non-governmental funds will be involved.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	4
PART 1.0 GENERAL INFORMATION.....	6
1.1 Purpose of Request for Proposal.....	6
1.2 Activities and Services Solicited.....	6-7
1.3 Activities and Services NOT Solicited.....	8
1.4 RFP Schedule of Events.....	8
PART 2.0 REQUEST FOR PROPOSAL COMPONENTS.....	9
2.1 Administration of this RFP.....	9
A. Issuance.....	9
B. Response Deadline.....	9
2.2 Bidders' Conference.....	9
2.3 Contract Awards.....	9-10
A. Contract Type.....	9-10
B. Contract Period.....	10
C. Method of Procurement.....	11
2.4 Eligible Bidder Competency.....	11
2.5 Governing Provisions and Limitations.....	12-14
2.6 Contractor Selection Process.....	14
2.7 Proposal Evaluation Process.....	15
2.8 Evaluation Criteria.....	15-16
2.9 Proposer Inquiry and Appeal Process.....	17-18
PART 3.0 DALLAS WORKFORCE SYSTEM – WORKFORCE CENTERS.....	18
3.1 Capable and Qualified Personnel.....	18
3.2 Employer Services.....	19-20
3.3 Jobseeker Services.....	20-22
3.4 Resources Available for Dallas Deployment.....	22-24
PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION.....	24
4.1 Instructions for Submitting a Proposal.....	24

4.2	Response Checklist and Order of Submission	25-26
4.3	Proposal Cover Sheet	26
4.4	Executive Summary.....	26
4.5	Instructions for the Proposed Statement of Work	26-31
4.6	Instructions for Completing Budget Forms	32-35
PART 5.0	ASSURANCES AND CERTIFICATIONS	36-47
PART 6.0	RESOURCES	47-49
PART 7.0	ATTACHMENTS	
Attachment A	Proposal Cover Sheet	
Attachment B	Executive Summary	
Attachment C	Statement of Work	
Attachment D	Cost Reimbursement Budget	
Attachment E	Salary Allocation Plan	
Attachment F	Budget Back-up	
Attachment G	Administrative Management Survey	
Attachment H	Fiscal Management Systems Survey	
Attachment I	Certification of Bidder	
Attachment J	Certification Regarding Debarment	
Attachment K	Certification Regarding Drug-Free Workplace	
Attachment L	Certification Regarding Lobbying	
Attachment M	Certification Regarding Conflict of Interest	
Attachment N	Texas Corporate Franchise Tax Certification	
Attachment O	References	

OTHER INFORMATION FOR REFERENCE:

- Exhibit A – WFSDallas Workforce Center Locations & Square Footage
- Exhibit B – Performance
- Exhibit C – Example of Workforce Center Staff/Wages Structure
- Exhibit D – Customers Served by Program and Center Location
- Exhibit E – Customer Demographics
- Exhibit F – Plan Summary
- Exhibit G- February MPR Final YTD

INTRODUCTION

A robust workforce is a key component in the economic engine of the Greater Dallas area! This is why **Workforce Solutions Greater Dallas (WFSDallas)** exists. Our sole **mission centers on providing competitive solutions for employers through quality people and for people through quality jobs**. WFSDallas is a quasi-governmental and non-profit organization. Funded by federal grants and private money, WFSDallas is one of the largest nonprofits in Dallas. Government funding sources have included Texas Workforce Commission, and the U.S. Departments of Labor, Health and Human Services, Agriculture, and Education. The Walmart Foundation, Schultz Family Foundation, Starbucks Foundation, AARP Foundation, National Philanthropic Trust and Jobs for the Future are among the private partners that have added philanthropic resources to the solution.

Workforce Solutions Greater Dallas (WFSDallas) convenes, informs, designs, and invests resources to establish the workforce system for the Greater Dallas region. WFSDallas ensures the development and implementation of a multi-faceted system of job training, job placement, and job retention services. We meet employer and jobseeker needs while providing economic development support for our community. We provide eight workforce centers throughout Dallas County, and a fully trained team to assist you both virtually; and as conditions permit, in-person. Social distancing, masks, hand-sanitizers, and other CDC recommended protocols are followed for all in-person services.

WFSDallas is led by a volunteer Board of twenty-five Directors as mandated by State and Federal law and appointed by the Dallas County Judge and the City of Dallas Mayor. The Dallas Region inclusive of Dallas County and the city of Dallas includes additional cities of Garland, Grand Prairie, Irving, and Mesquite, as well as, an additional 19 cities and a combined population of 2.6 million. Please see the Board's website for more details on the workforce programs and locations of American Job Centers within Dallas County (www.wfsdallas.com). WFSDallas offers workforce, economic development, education and other human resource programs; to create a seamless customer-focus and business-led network. WFSDallas offers easy access to businesses and jobseekers to access the services they need to obtain skills and employment.

The Board oversees more than \$140 million annually and invests in all things workforce. Federal government funding is typically administered for workforce training, talent development, skills training, adult education, and English language skills. The system leverages public and private resources in many ways ranging from transitioning highly skilled individuals into new careers to helping unemployed and underemployed people find work. Often, this includes providing working families with transportation assistance and child care subsidies.

Upskilling current workers requires nontraditional tools such as e-learning, flex schedules for training, and wraparound services to balance work and learning. Quality care for the children of working parents is a vital wraparound service because many parents miss job opportunities due to the lack of capable, affordable, quality child care. WFSDallas views the availability of quality child care as a building block to a stronger Dallas area workforce.

Values

Workforce Solutions Greater Dallas is recognized locally and nationally as a best in class workforce system that engages employers and offers the premier solutions for a qualified workforce; provides jobseekers comprehensive solutions to employment; convenes a community workforce dialogue critical to economic development; and is recognized as the responsive and effective solution of choice.

*The workforce system in Dallas County is governed and managed by the Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas, acting on behalf of the county's citizens and employers. The Dallas County Local Workforce Development Board is a 501(c) (3) a not for profit corporation in the State of Texas.

Workforce Board Critical Issues for Workforce System Operations

- Assist employers to retain the workforce, fill vacancies and retrain workers for new job specifics;
- Assist jobseekers to retrain, rehire, and upskill for this rapidly changing marketplace;
- Convene the community to provide labor market data, job specific and industry information, in-person and virtual hiring events for today's jobs;
- Assist young adults in planning and executing their future career plan – Opportunity Youth are a top priority;
- Assist anyone to achieve a better record of academic achievement and work credentials, overcoming obstacles to that dream career including ESL instruction;
- Assist working parents to locate and pay for quality care for infants, toddlers, and after school care for young students; and
- Assist the childcare industry to increase quality and sustainability including innovative training and financial strategies.

Workforce System Principles

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

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

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

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

COVID-19 Preparedness and Response

As in most business and government operations, workforce services have been challenged by the disruption of COVID-19 and the related health crisis, as well as business and education closures. Contractors operating in this system in Texas have faced serious challenges to remain flexible, vigilant, and able to respond to ongoing necessary revisions to public policy governing operations. We acknowledge that this healthcare situation may continue to challenge the selected contractor(s) through 2021. We expect proposers to maintain a nimble plan of operations, and to reference their experience and ability to respond to COVID-19 within the workforce centers. Please express your ability to respond to potential challenges; maintaining order and accountability; protecting fiduciary and data integrity, performance and program compliance; while offering exemplary workforce services to jobseekers and employers.

For easy reference, we have linked several Texas COVID19 Resources:

<https://www.twc.texas.gov/partners/covid-19-resources-local-workforce-development-boards>

PART 1.0 GENERAL INFORMATION

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

1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFP)

The Dallas County Local Workforce Development Board, Inc. dba Workforce Solutions Greater Dallas (**WFSDallas**) is soliciting proposals from qualified organizations and independent entities for the management and operation of the WFSDallas workforce centers and will operate at least one American Job Center, and the related programs/initiatives that provide services for employers and jobseekers and for adult education & literacy customers in Dallas County. This procurement has an anticipated value of \$15 to \$20 million, pending availability and receipt of Federal funds. Workforce center operations include the integrated and coordinated delivery of workforce system services consistent with state and local plan, as well as, applicable state, federal and local laws, rules, policies and directives. Within the workforce centers, a universal population of employers and jobseeker customers has access to a full range of workforce services.

This Request for Proposals (RFP) provides a uniform method for the procurement of these management and operation services. It contains the necessary background, requirements, instructions, and information for responding to this RFP. This procurement is also conducted in accordance with Federal Uniform Administrative Requirement CFR §200.317-326, supplemented by the TWC Financial Manual for Grants and Contracts (FMGC).

Obligations under this RFP are conditional upon the availability of initial and any subsequent funds. Performance and obligations under this RFP are contingent upon an annual appropriation by the United States Congress that is permitted with the U. S. Departments of Labor, Health, Education and Agriculture, and the TWC to contract for services. WFSDallas reserves the right to terminate or adjust this RFP to conform to available funds.

1.2 ACTIVITIES AND SERVICES SOLICITED IN THIS RFP

The services solicited in this RFP include the **workforce system operations to Employer and Jobseeker customers**. **Employer services** – the 80,850 Dallas County employers are the primary customers of the workforce system and by building strong relations with hiring managers, we can offer a full range of talent resource management services. Workforce Solutions Greater Dallas is the employer solution to finding the workforce needed for success. One of the goals of **WFSDallas** is to provide a sector focused approach to serving employers and a human capital investment to employers in key industries that increases productivity and helps employers create permanent jobs. **A streamlined, efficient, technologically-assisted system is preferred**. We are also the **Jobseeker** solution for education, skills and viable, meaningful work. **WFSDallas** utilizes eight (8) full service workforce centers and various satellites to connect employers and jobseekers. WFSDallas connects jobseekers to employment opportunities by offering individualized services at no-cost to the jobseeker with a strong industry sector-focus.

Activities are operated via the American Job Center Network and partnership agreements serving over 243,333 workers for the time period of 2017-2019. In 2020 during COVID-19 is not representative of a normal year.

Federal and State funded programs within the workforce system, and in accordance with the “**Texas Model**” (see below), the following programs are available to Dallas County customers:

I. Operation and Supervision

- Workforce Innovation and Opportunity Act (WIOA) Title I – Adult and Dislocated Worker
- Reemployment Services and Eligibility Assessment (RESEA)
- National Dislocated Worker Grant (NDW)
- Temporary Assistance for Needy Families and Non-Custodial Parent (CHOICES)
- Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)
- WIOA Title II – Adult Education and Literacy (Consortium partner)¹

II. Co-location with Supervision

- Wagner Peyser Employment Services

III. Co-location with Supervision Plus responsibility for Training Cost Disbursement

- Trade Adjustment Assistance (TAA)

IV. Co-located but not Under Direct Supervision of Center Management

- Texas Veterans Leadership
- Texas Veterans Commission (Local Veterans Employment Representatives Program and the Disabled Veterans Outreach Program)
- Child Care Development Fund – Child Care Services (Child Care Assistance, and Child Care Quality)
- WIOA Title II - Adult Education and Literacy Act (AEL) program¹
- Workforce Innovation and Opportunity Act – Youth²
- AARP – Senior Employment Program
- Texas Workforce Commission, Vocational Rehabilitation

V. Community Partners (MOU's)

- Dallas Housing Authority
- CitySquare (TRAC)
- Dallas College
- C-PAL
- City of Dallas
- Chambers of Commerce
- Dallas Public Libraries
- Deaf Action Center
- Goodwill Industries of Dallas, Inc.
- The Bridge Homeless Center
- North Texas Joint Electrical Apprenticeship Program
- Plumbers & Steamfitters' Local Union No. 100
- The Family Place
- Metro Dallas Homeless Alliance
- Nexus Recovery Center
- Office of Attorney General
- Regional Black Contractors Association
- Urban Inter-Tribal Center of Texas

MOUs secured by Workforce Solutions Greater Dallas.

WFSDallas reserves the right to contract additional workforce programs and funds that may be awarded or made available to **WFSDallas**.

¹WFSDallas AEL Consortium includes Dallas College, Irving ISD, Richardson ISD, Equus Workforce Services, Wilkinson Center and administered by WFSDallas. (Some services are offered in the workforce centers.)

² Opportunity Youth services are separately procured contracts with Equus, Dallas College and Gulf Coast Trades.

1.3 ACTIVITIES AND SERVICES NOT SOLICITED

The following functions, activities and services are not solicited in this Request for Proposal (RFP):

- Planning, general administration, monitoring and oversight of programs and contractors; these are retained by the Board.
- WIOA Youth Services- these are requested via a separate RFP process and will not be solicited.
- Child Care Management and Oversight of Program Services - these are requested via a separate RFP process and will not be solicited.
- Vendors of occupational training programs will provide training on an individual referral basis. Such training is solicited via separate procurement processes.
- Community, governmental and employer/sector alignment is the responsibility of the Dallas Workforce Board.
- Adequate facilities are in place to house existing workforce system operations which include eight full-service Workforce Centers. The information on center locations may be found at the **WFSDallas** website: <http://www.wfsdallas.com/find-center> and the information about the center leases may be found in Exhibit A. No other leases will be entertained. If modifications in location, size, number of facilities, or layout of existing facilities becomes necessary, such changes will be negotiated and the contract amended, as necessary. Leases or ownership of all necessary facilities will be retained by the Board and/or the State of Texas.
- Sufficient equipment is in place for current operation of the WFSDallas workforce centers, including fax machines, telephones, furniture, copiers and computer systems (desktops/laptops/servers). See **Part 3.4, Resources Available for Dallas Deployment. Equipment and Materials**, for additional information. Existing systems are able to interface with workforce system operations' programs such as The Workforce Information System of Texas (TWIST) and Work In Texas (WIT), and successful bidders must operate within these systems. Additional technology necessary to enhance performance and workflow are highly recommended.

1.4 RFP SCHEDULE OF EVENTS

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

<u>Dates</u>	<u>Activity</u>
Sunday, April 4, 2021.....	Notice published in the Dallas Morning News
Thursday, April 8 2021, 1:00 p.m. CDT.....	Issuance of RFP
Wednesday, April 14, 2021, 10:00 a.m. CDT.....	Bidders' Conference Call
Wednesday, April 21, 2021, 5:00 pm CDT.....	Deadline for Bidders' Questions
Thursday, May 6, 2021, 5:00 pm CDT.....	Deadline for Proposals
Friday, May 7, 2021.....	Begin Evaluation of Proposals and Selected Site Visits
Monday - Wednesday, May 10-12, 2021.....	Potential Oral Interview Dates
Wednesday, May 19, 2021.....	Board Action
Monday, September 6, 2021.....	Contract Transition Begins
October 1, 2021.....	Anticipated Contract Begin Date

PART 2.0 REQUEST FOR PROPOSAL COMPONENTS

2.1 ADMINISTRATION OF THIS REQUEST FOR PROPOSALS (RFP)

A. Issuance

The RFP is issued at 1:00 p.m. CDT, Thursday, April 8, 2021 and available to download from the Board's website: <http://www.wfsdallas.com/doing-business>. If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214) 290-1000.

The package contains all the necessary information and forms to respond to this Request for Proposals. A response to this RFP should include all items list in RESPONSE CHECKLIST AND ORDER OF SUBMISSION, of the RFP.

Proposals must be typed in 12 font and submitted on materials in accordance with instructions in this RFP. Proposals for services must be officially received by WFSDallas staff to: procurement@wfsdallas.com no later than 5:00 p.m. CDT on Thursday May 6, 2021. **Any proposals or amendments received after May 6, 2021 5:00 p.m. CDT deadline, will not be considered, but will be deemed late and non-responsive to the RFP procurement process. Late proposals or amendments will be returned without review.**

All responsive proposals received by the deadline will be presented for action (recommended or not recommended) at the WFSDallas Board of Directors' meeting on May 19, 2021.

B. Response Deadline

Dated Material: Proposals are due May 6, 2021 at 5:00 p.m. CDT. WFSDallas is not responsible for any technology issues. No faxed proposal will be accepted.

2.2 BIDDERS' CONFERENCE

The Bidders' Conference will be held on **April 14, 2021 from 10:00 a.m. to 11:00 a.m. CDT** via Zoom conference to **provide clarification and interpretation for this Request for Proposals**. To participate in the Zoom virtual conference, please email procurement@wfsdallas.com, the conference information will be emailed out on April 13, 2021.

To allow for additional time for questions following the bidders' conference, we request questions be submitted via **email to procurement@wfsdallas.com by April 21, 2021 5:00 p.m. CDT**. All responses to questions received will be posted on **April 23, 2021** at: <http://www.wfsdallas.com/doing-business-wfs-dallas>. This conference and Q & A offers potential bidders an opportunity to obtain guidance on the scope and nature of the work required in this RFP or to ask other technical questions concerning this solicitation.

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

2.3 CONTRACT AWARDS

A. Contract Type

The type of contract will be cost reimbursement contract(s), unless a different type of contract(s) is determined by the Board to be more advantageous. All contracts shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC). Negotiated contract amounts will be contingent upon funding actually received. Final contracts will also be subject to any changes in the legislation, regulations or policies promulgated by the funding sources. The Board reserves the right to vary or change the terms of any contract executed as a result of this RFP,

including funding levels, the scope of work, performance standards, and shortening or extending the contract period, as it deems necessary in the best interest of the Board and its programs, pending availability of funds.

The Board is committed to excellence in customer services and values quality performance from our contractors. For this reason, the Board may provide a financial incentive for successfully meeting Board established criteria. The incentive will be classified as a profit in the case of for-profit contractors, and a performance incentive for non-profit contractors. Based upon our most recent experience, second and fourth quarter earnings are difficult measures without a significant retention strategy. Incentive funds may be awarded annually based on meeting, or exceeding measures for the delivery of services (see the table below).

Performance Measure	Performance Target
Claimant Reemployment within 10 weeks	42.0%
Employers Receiving Workforce Assistance	9,583
Choices Full Work Rate - All Family	TBD
Employed/Enrolled Q2 Post Exit - All Participants	65.6%
Employed/Enrolled Q2-Q4 Post Exit - All Participants	81.7%
Credential Rate - All Participants	69.4%
Employed Q2 Post Exit - Adult	71.2%
Employed Q4 Post Exit - Adult	69.3%
Median Earnings Q2 Post Exit - Adult	\$5,800
Credential Rate - Adult	75.3%
Measurable Skills Gain - Adult	58.0%
Employed Q2 Post Exit - DW	79.5%
Employed Q4 Post Exit - DW	78.5%
Measurable Skills Gain - DW	58.0%
Median Earnings Q2 Post Exit - DW	\$8,600
Credential Rate - DW	73.5%

B. Contract Period

The anticipated contract will be for **one year, beginning October 1, 2021 and ending September 30, 2022**. Proposers may anticipate transition services beginning September 6, 2021. The contract may be extended for one or more years on an annual basis. The Board may extend the contract for up to three (3) additional one year terms. The total terms of a contract to provide services shall not exceed four (4) years. The contractor will be required to provide an annual closeout by program for each year ending September 30th. Offers to extend contracts are at the sole discretion of the Board, based on satisfactory performance, compliance with contractual obligations, and other factors as determined by the Board. The Board reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

C. Method of Procurement

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

2.4 ELIGIBLE BIDDER COMPETENCY

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

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

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

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

Responsible Contractor -- Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of the Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of the Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of the Contract exactly as specified. Additionally, the Contractor assures the Board that its performance under the terms and conditions of the 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 the Contract, it shall terminate this Contract.

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

2.5 GOVERNING PROVISIONS AND LIMITATIONS

- A. The main purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of Management and Operation - Dallas Workforce System. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Board to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.
- B. The Board reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.
- C. The Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
- D. Public Disclosure of Proposal Information - this is a negotiated procurement utilizing the request for proposal method, and as such, the selection and award of a contract does not have to be made to the respondent(s) submitting the lowest priced offer, but rather to the respondent(s) submitting the most responsive proposal that satisfies the Board's requirements and is determined to be in the best interest of the Board.

Workforce Solutions Greater Dallas is a State of Texas appointed Local Workforce Development Board. Proposals submitted will not be returned and are subject to the Texas Public Information Act located in Chapter 552 of the Texas Government Code (the "PIA") and may be disclosed to the public upon request. Subject to the PIA, proposers may protect trade secret, proprietary and confidential information from public release. If a proposer does not desire proprietary or confidential information in its proposal to be disclosed, proposer is required to identify all proprietary or confidential information in its proposal. This identification must be done by individually marking each page with the words "Confidential Information" on which such proprietary or confidential information is found. If the proposer fails to identify confidential information, proposer agrees that, by submission of its proposal, those sections shall be deemed non-confidential and made available in response to any public request.

Proposers are advised that Workforce Solutions Greater Dallas, to the extent permitted by law, will protect the confidentiality of submitted proposals. However, proposers shall consider the implications of the PIA, particularly after the request for proposals process has ceased and the contract award has occurred. While provisions in the PIA may apply to protect confidential information, proposers are further advised that a determination on whether those standards have been met will not be made by Workforce Solutions Greater Dallas, but must be decided by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, Workforce Solutions Greater Dallas will notify the proposer and the proposer may then request an opinion from the Attorney General pursuant to Section 552.305 of the Texas Government Code. Workforce Solutions Greater Dallas will not make a request for an opinion from the Texas Attorney General. Copyrighted proposals are unacceptable and are subject to disqualification as non-responsive.

- E. The Board reserves the right to negotiate the final terms and conditions of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the local Board and impose additional requirements and refinements in the terms and conditions, scope of work, performance measures, and funding amounts during the course of any contract.
- F. All Board Directors, officers, and staff of the Board are precluded from entertaining questions concerning the proposal or this procurement process outside the confines of the Bidders' Conference. Potential bidders, bidders and contractors are asked to respect these conditions by not making personal requests for assistance. No employee, member of a Board of Directors or other governing body, or representative of a bidder who

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

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

specific funding source. All contract provisions and federal, state, or Board standards that apply to Contractors must be followed by all subcontractors.

- Q. As applicable, the selected provider must comply with the Sarbanes-Oxley Act.
- R. The selected provider must have a disaster plan in place upon execution of contract.
- S. The Board reserves the right to deem a proposal non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.

2.6 CONTRACTOR SELECTION PROCESS

Selection of contractor(s) shall be in accordance with the principles stated in the Board plan and State plans, as well as other applicable laws, regulations and policy issuances from Federal, State, and Local entities.

- A. A consideration in selecting agencies or organizations to deliver services shall be the demonstrated performance of the agency or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for demonstrated performance. Other performance with this Board will be considered in evaluation for proposals received in response to this RFP.
- B. Funds provided under this RFP **shall not be used to duplicate facilities or services available** in the area (with or without reimbursement) from the Federal, State or Local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area's performance goals.
- C. The proposal review process will include: evaluation, rating, and ranking of proposals by professional staff or qualified outside evaluators using the general criteria specified in Part 2.7 below. The proposal review process will also include review, approval to negotiate and selection for award of contract by the Board of Directors.
- D. The selection of all contractors shall be made on a competitive basis to the extent practicable, and shall include:
 - Determination of the contractor's ability to provide workforce system operations established by the Board.
 - Documentation of compliance with procurement standards established by the TWC presented in Financial Manual for Grants and Contract (FMGC), including the reasons for selection.
- E. Award of Contracts for provider organizations shall be made only to "Responsible Contractors" who have demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial, technical resources; established management and monitoring systems and the ability to meet requirements of this RFP, the laws and regulations of the specific funding source(s), and the Board Annual Plan.
- F. Providers not complying with Section 504 of the Rehabilitation Act of 1973 and the Federal Drug-Free Workplace Act of 1988, and those not prepared to comply with the Americans with Disabilities Act shall not be awarded a contract.
- G. The successful contractor(s) are strongly encouraged to give first consideration to current workforce center staff in filling positions. If the successful contractor(s) does not hire all staff as personnel of the contractor's organization, the contractor will be responsible for coordinating with the employer of record for such staff to

ensure compliance with their personnel policies in making a transition. In the event of a transition and a reduction of staff, the Board shall carefully oversee the process to ensure that there is no loss of service or reduction of quality.

- H. The successful contractor will have management authority over Texas Workforce Commission personnel funded to provide employment services. The contractor shall ensure as part of their proposal that this staff is integrated into the overall delivery of services available in the workforce centers.
- I. The successful contractor will be required to maintain automated and/or paper records of customer activity, financial management, property, procurement, plans, policies, procedures, internal and external evaluations, and performance. In the event the contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the Board.
- J. The successful contractor agrees to use The Workforce Information System of Texas (TWIST) and Work In Texas (WIT), or any subsequently developed and required State systems, to maintain all customer records required to be tracked and reported to the Texas Workforce Commission in the manner and timeframe required by the Commission.
- K. Contractor will be provided with a complete inventory upon execution of contract and will assume complete responsibility for updating and maintaining during the contract period.

2.7 PROPOSAL EVALUATION PROCESS

The selection and award of a contract resulting from this RFP will be made only to a “responsible contractor” who has the demonstrated competence and qualifications, including but not limited to: a satisfactory record of past performance; integrity and business ethics; fiscal accountability; sufficient financial and technical resources; established management and monitoring system; and ability to meet the requirements and expectations as detailed in this RFP.

Evaluation Process

- 1) Responsive proposals submitted by the deadline are evaluated by Board staff for responsiveness and compliance with the technical specifications and requirements contained in the RFP.
- 2) All responsive proposals will be subject to review and scoring. The Board assigns professional staff or qualified outside evaluators to read and evaluate each responsive proposal.
- 3) Parts of the scoring are scored independently by each reader; the final scores for those parts will be the average of the independent scores of all readers.
- 4) All references are validated and scores included in the evaluation process.
- 5) The Board may interview top scoring bidders before selecting a bidder for award of contract.
- 6) In selecting a proposal for award of contract, the Board reserves the right to depart from the strict ranking by evaluation scores, whenever it deems such departure will better serve the best interests of the Board and its constituents.
- 7) Action by the Board in selecting a proposal for contract award will be subject to successful contract negotiations.

2.8 EVALUATION CRITERIA

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

- **Organizational Capability and Capacity**

The bidder must demonstrate an overall capacity to operate and maintain eight full-service workforce centers to deliver business-led services. Organizational capability refers to your organization’s ability to meet the needs of the Dallas workforce system (i.e., qualifications and experience of local staff).

30

Organizational capacity refers to your organization's ability to ensure sufficient staffing and technology to successfully deliver services to all customers.

- **Demonstrated Performance/Effectiveness** 40
The bidder must demonstrate a previous history of workforce center activities and services or similar services. (Evaluators will specifically review bidder's experience in delivering services to workforce customers, targeted customers served, outcomes attained and any other data that demonstrates bidder's performance.) Contractual compliance that supports demonstrated ability will be reviewed. Additionally, the most current performance specifically relating to the types of activities, the targeted populations, and the resulting performance outcomes will be reviewed.

 - **Customer Service Delivery Design** 60
The bidder must demonstrate a thorough understanding of the Dallas workforce system, area employers and other workforce partners. The bidder must describe an approach and strategies that deliver seamless, business-led and quality workforce services that can focus services on leading industry sectors as defined by the board. Bidder must manage resources cost-efficiently/effectively, while meeting/exceeding performance measures. Bidder must work to continuously improve workforce services to employers and jobseekers. The bidder will utilize the information described in Part 3.0, to describe the strategies and processes to providing effective management/operation of workforce centers implementing the vision of the Board for Employer and Jobseeker Services. A separate response for each targeted customer, Employers and Jobseekers, is required.

 - **Transition/Implementation** 20
The bidder will provide a transition plan including the bidder's commitment to accomplish non-interruption of quality services to our customers.

 - **Financial Management and Organizational Stability** 25
The bidder must demonstrate financial solvency and effective financial & administrative management systems, fiscal organizational structures, cash management system, financial resources, financial capacity, and knowledge in accordance with GAAP. Financial tracking mechanism for ITAs and supportive services will also be evaluated.

 - **Price/Cost Analysis/Value** 25
Budgets will be reviewed to determine that costs are reasonable, necessary, allocable and allowable. Other areas of review for this section include: the cost allocation methodology, competitive indirect costs/overhead costs, proposed schedule for incentives/profit and in-kind matching funds. Reductions in Federal funding and changes in financial policy will require bidders to be competitive in both incentive and overhead/indirect budgeting. All costs are significant competitive variables in this procurement.
- TOTAL POSSIBLE POINTS FOR PROPOSAL RESPONSE 200**

Qualifying proposals may warrant a site visit to verify/clarify items submitted in proposal.

2.9 PROPOSER INQUIRY AND APPEAL PROCESS

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

- Step1. Request for Debriefing** -- Bidders not selected by this procurement process may appeal the decision by submitting, within 10 days of the receipt of Board notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement process and how their proposal or offer was received and ranked. The Board shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled briefing. The briefing shall be scheduled, as soon as possible, and no later than 10 days from the receipt of the Request for Debriefing. (NOTE: The Board extends the courtesy of offering a briefing to any bidder who is not selected for funding; the 10-day time frame must be adhered to only if a bidder is considering an appeal.)
- Step2. Debriefing** -- The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful bidders understand why they were not selected. Debriefings serve an important educational function for new proposers, which hopefully, will help them to improve the quality of any future proposals. Materials provided in the debriefing include a blank copy of the proposal scoring sheet used by readers, spread sheet of rankings provided to the Board of Directors, and a summary of proposal scores. (Bidders who are selected for contract negotiations are offered similar feedback during contract negotiations.) Board staff will meet with the appealing party and review (a) the proposal evaluation process or the criteria for selection of sealed bids under RFPs or IFBs, and (b) how the appealing party's proposal or bid was scored or ranked. Bidders can gain a better understanding of the procurement process and how to improve their bids or proposals, while staff gets direct feedback to help improve future procurements.
- Step3. Written Notice of Appeal** -- If, after the debriefing, the appealing party wishes to continue with the appeals process they must submit to the Board a Notice of Appeal. This written notice must clearly state that it is an appeal and identify (a) the funding decision being appealed (i.e. specific date of RFP or IFB, or the Board action); (b) the name, address, phone and fax number (if available) of the appealing party(ies); and (c) the grounds of the appeal. The Board President must receive the Notice of Appeal within 15 days of the date of the appealing party's debriefing, in Step 2, above. The Notice of Appeal must be emailed to procurement@wfsdallas.com and addressed to:

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

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** – Due to COVID19, an **Informal Hearing** will be held virtually **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 Board President any appropriate actions, allowable under applicable rules and regulations and consistent with agency procurement policies, to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

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

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

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

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

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

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

PART 3.0 DALLAS WORKFORCE SYSTEM – WORKFORCE CENTERS

Contractors will be selected to provide workforce system operations for the workforce centers in Dallas County. WFSDallas is seeking capable and qualified local personnel to ensure the provision of quality, community-engaged and business-led workforce services.

Bidders are strongly encouraged to review information in Part I of this RFP to gain a better understanding of what the Board is looking for in a contractor and overall expectations.

The Board is the accountable and responsible party for the delivery of workforce services in Dallas County. As such, the Board is the primary customer of the successful bidder(s) – representing the interests of the system's primary customers – the Dallas-area employers and jobseekers. Bidder(s) should regard this relationship and the management of customer relations as a significant requirement of contract. The Board is committed to Dallas customers and stakeholders. We require exemplary communication and quality services every day. Bidder(s) must be responsive to this issue.

3.1 Capable and Qualified Personnel. A qualified point of contact (Local Project Manager/Director) and other key staff will be responsible for management/operation of workforce services throughout Dallas County. Providing quality customer services must be the heart and spirit of personnel at all times to create an atmosphere where customers know that they can receive assistance with their workforce needs. Additionally, the dedicated efforts to meeting/exceeding the Texas Workforce Commission and Board performance measures will be expected of the organization selected to provide workforce center services. Bidder must be responsive to this issue.

3.2 Employer Services. WFSDallas recognizes employers as the primary customer of the Dallas County workforce system. Certain employer services may be contracted or reserved by the Board for direct operation. This is the only service within the RFP that is not required to be contracted. It is critical to our system and our relationship to the business community; and therefore, bidders must meet every expectation to be awarded. Dallas County employers must have access to a skilled workforce and other human resource services to ensure competitive advantage in the global economy, and to maximize economic development opportunities in Dallas County.

Employers must be actively engaged by skilled and capable staff to ensure employer success and should not be left to self-service strategies. Additionally, WFSDallas has used data to determine the following industry sectors in the 2021-2024 Plan: Healthcare, Information Technology, Education, Logistics/Distribution, Advanced Manufacturing, Construction/Production, Business Management and Administration, Retail and Public Safety. Successful bidders must demonstrate an understanding of the local components of these sectors and integrate them into the proposed design. WFSDallas must be recognized as a premier external human resource. Employer services provided within the WFSDallas workforce system, while industry sector-focused, must be responsive to all employers' needs for a skilled workforce.

Employer services has two complementary goals: 1) Recruit more Dallas businesses to use our services; and 2) ensure each job order in Work In Texas (WIT) receives ample qualified referrals based upon the service level the employer requests.

WFSDallas is seeking services that support multiple levels of service engagement in posting, recruitment, screening and referrals with staff actively engaged in providing direct assistance to ensure employer success. Successful bidders will describe clear policies, procedures and accountability measures:

- 1) Increase the number of new employers using our services;
- 2) Improve referral outcomes for current employers through better job matching and referral strategies
- 3) Sustain existing employers using our services;
- 4) Maintain a high level of repeat customer usage;
- 5) Grow sector-based recruitment and services based upon sectors listed above and identified by the Board;
- 6) Maintain online, telephonic and in-person services to help employers with WorkInTexas (WIT) jobseeker registration and employer job postings;
- 7) Recruit appropriate/skilled staff and deploy TWC assigned state staff to promote our services to the employer community and to ensure that services received exceed employer customers' expectations; and
- 8) Recruit appropriate/skilled staff and deploy TWC assigned state staff to consistently and accurately screen and match prepared jobseekers to posted jobs. Staff should operate within a sound system that tracks accuracy of referral decisions and rewards successful matches with employer needs.

WFSDallas seeks a strong team to utilize **business-driven strategies**. The team must cast a wide net to find qualified applicants and utilize tools to track and measure results. Bidders must work directly with Board staff assigned to employer services to create a robust employer service strategy, communicating consistently, and achieving results specific to the COVID-19 pandemic recovery. Beyond 2021, the local market expects extensive demand for qualified talent in the jobseeker pool. This service will LEAD WFSDallas operations for many years!

Recognition - Customer-driven excellence requires the bidder to understand the current employer market, forecast future needs, and respond with services that create customer satisfaction as well as promotes business expansion within Dallas County. The capacity and capability to plan, design, execute, and evaluate services that exceed employer expectations are fundamental, as is the ability to work in a collaborative fashion with the Board in meeting community expectations. The bidder's service delivery design should reflect a clear understanding of the labor market, priority industries as they affect future growth and segmented services that add value to the workforce system.

Outreach and recruitment – The bidder must have an employer outreach and recruitment strategy that attracts new employers to the workforce system and expands existing employer partnerships. The bidder must be able to customize and prioritize service strategies to ensure services are customer-responsive yet focused on the leading regional employers/industries. Employers seeking qualified candidates should receive staff assistance at some level unless the employer opts to self-service through WIT. Bidders will provide training and assistance to employers to ensure quality self-service through WIT.

Jobseeker recruitment and quality matching – The bidder must have employer services staff and processes that expertly match quality jobseekers with job requirements and result in quality referrals. If qualified candidates are not available in WIT, the bidder will initiate other jobseeker recruitment strategies as necessary to meet employer needs. These recruitment methodologies must be described in the response to this proposal.

Interview screening and hiring process – The bidder will provide jobseeker screening, assessment, and referral services customized to meet employer needs. Staff making jobseeker referrals to all openings will receive periodic reviews for the quality and appropriateness of the referrals in order to ensure employer customer expectations are being met.

Working with identified sector strategies – The bidder will work with sectors identified by the Board and partners to develop the necessary talent to fill skill gaps.

Economic/labor market information services – The bidder will provide employers with the latest economic and labor market information available via the Bureau of Labor Statistics, Texas Workforce Commission and other resources. In addition, employers will receive information on tax credits, on-line resources, and external grants available for training current workers (Skills Development, Self-Sufficiency Funds, and other grant opportunities).

Rapid Response – The bidder will provide employer orientation(s), as well as re-employment assistance and retraining services to eligible dislocated workers subsequent to WARN notification. In collaboration with Board employer services staff, the bidder will conduct meetings with affected employees regarding programs and provide services to support workers through the transition period.

Alternatives to downsizing – The bidder will use business intelligence to identify companies considering staff reductions with the goal of suggesting alternatives to downsizing activities. The bidder will provide strategic and tactical alternatives including research, job restructuring, employee re-qualification, redeployment, and labor pooling information and services.

Other appropriate services and/or innovative enhancements – The bidder should attempt to distinguish their submission by suggesting unique innovative enhancements to employer service strategies. What talents, tools, personnel or best practices can you bring to the Dallas workforce system? If additional services are proposed, a complete description should be included in the proposal narrative.

3.3 Jobseeker Services. The primary purpose of the workforce centers is to offer full and sustained employment for all jobseeker customers. Job ready individuals should obtain employment through the combined efforts of both jobseeker and employer services. All jobseekers must have access to high-quality labor market information. Jobseekers who are assessed as having barriers to employment should be provided quality training and services that facilitate finding training-related jobs or obtaining better jobs in the local economy. Jobseekers should be actively engaged by skilled staff, capable of assisting to ensure success. Self-service should be appropriate after preparation. Additionally, Dallas County jobseekers must have access to literacy, education and workplace skills as needed for employment, and career opportunities. Successful bidders must demonstrate expert knowledge of board-approved industry sectors and how this knowledge will be used in counselling jobseekers.

Services are provided through a seamless, integrated system utilizing a tiered or sequential service delivery approach.

Each customer receives customized assistance based on their individual needs, so that the mix and intensity of services varies to achieve meaningful and wage appropriate employment. (Services should culminate in employment that provides a living wage for the market, and a suggested career pathway.)

Strategies must promote integration and streamlined efficient delivery of workforce services that offer enhanced customer flow processes through the use of technology, integration of staff, communication practices to improve coordination between work groups, and innovation. The ultimate goal of the Dallas workforce system is to be the best in class.

In consideration of the “**Texas Model**”, the bidder needs to consider all grant funds and partnership when submitting responses. Successful bidders should propose innovative hardware, software, and staffing solutions that will improve overall services to jobseekers. Innovation is encouraged in serving jobseekers with limited dollars and addressing necessary issues in COVID recovery.

Workforce Services as defined in 20 CFR 678.430 and rules governing their provision to adults and dislocated workers as discussed in 20 CFR 680.100-970.

General Service Delivery - Bidder determines **eligibility for services** to receive assistance, including co-enrollment among programs and partners described above.

Outreach, Intake and Orientation - Bidder provides **outreach, intake and orientation** targeting populations including but not limited to Veterans, foster youth, ex-offenders, economically disadvantaged, dislocated workers, individuals with disabilities, persons requiring basic skills & English language skills, and underemployed workers.

Case Management, and Counseling - Bidder offers **quality case management, counseling and follow-up services** to workforce customers. This ensures the achievement of positive outcomes. It is the responsibility of the workforce center staff to ensure that barriers to employment or training are overcome directly through services or through referral to appropriate resources. Quality and timely documentation in TWIST and file records are critical to reflect program activities. Bidders are encouraged to deliver a streamlined case management approach utilizing technology to increase program efficiency and quality of customer services delivered.

Comprehensive testing and assessment - Bidder provides **assessments** of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skill gaps) and support service needs. Individualized career services are based on specific program eligibility and must be made available if determined to be appropriate for an individual to obtain or retain employment. These include comprehensive and/or specialized assessments, development of the individual employment plan, group/individual counseling, career planning, case management and counseling.

Labor exchange services – Bidder delivers the “**Texas Model**” which provides the responsibility of the management of the employment services team in the local market. Currently there are approximately 40 TWC employees situated throughout Dallas County within the workforce centers. These employees play a significant role in delivering workforce services to the universal population of jobseekers and employers in key sectors. These employees represent a valued asset to the Dallas system and are integrated into the overall service strategy to maximize workforce services,

Referrals and coordination with other workforce programs and partners – Bidder refers jobseeker customers to other community services, including those located within the American Job Center, and when appropriate, other wrap around services or workforce development programs.

Provision of workforce, labor market, performance and program cost information – Bidders provides meaningful information to assist jobseekers to make good choices in career training, education and jobs.

Provision of information, in usable and understandable formats and languages - Bidder provides current and meaningful information on performance accountability, as well as any additional performance information relating to the Texas Workforce System including, but not limited to:

- Provision of information, in usable and understandable languages relating to the availability of support services or assistance, and appropriate referrals to those services and assistance, and
- Provision of information and assistance regarding filing claims from unemployment compensation, by which the Board must provide assistance to individuals seeking assistance.

Individualized Career Services – Bidder determines jobseeker program eligibility and designs a plan addressing assessed needs. All services listed must be made available if determined to be appropriate for an individual to obtain or retain employment. These include:

- Comprehensive and specialized assessments,
- Development of an Individual Employment Plan,
- Group Counseling,
- Individual Counseling,
- Career Planning,
- Case Management and Counseling,
- Short-term services (job readiness skills),
- Internships and work experience,
- Workforce preparation activities,
- Financial literacy services (described in WIOA §129(b)(2)(D),
- English language acquisition and integrated education and training programs,
- Supportive services (provided on a case-by-case basis, as individual need is identified and resources are available),
- Referral to appropriate resources (maximize resources and meet the comprehensive needs of customers, appropriate referrals to services are made to community resource partners), and
- Coordination with employers, economic development organizations, chambers of commerce, community-based organizations, faith-based organizations, public entities and other local agencies to maximize resources and avoid duplication of service.

Follow-Up Services – Bidder is responsible for follow-up services, as appropriate – including counseling regarding the workplace – for participants in the adult or dislocated worker activities who are placed in unsubsidized employment for a period of 12 months. According to Board policy, CM0121, follow-up services are available to all participants for a minimum of 12 months unless the participant declines to receive follow-up or the participant cannot be located or contacted. Service delivery or inability to contact must be documented in the file throughout the period.

Training Services – Bidder is responsible for WIOA training and WFSDallas requires resources be made available throughout the program year! Training/retraining is an available option for jobseekers who are unable to find employment at the Board's defined self-sufficiency wage. Examples of training include: occupational skills training, on-the-job training, registered apprenticeship, workplace training and cooperative education programs, private sector training program, skills upgrading and retraining, entrepreneurial training, job readiness training in combination with other training, adult education and literacy activities, customized training and development of internships/work experience/community service/subsidized employment opportunities. The proposal should include only those activities the bidder is prepared to undertake. Additional training strategies may be negotiated commensurate with experience.

3.4 Resources Available for Dallas Deployment

The selected bidder(s) may assume complete responsibility for management of the workforce center services as soon as authorized by the board and negotiations are complete, but not later than October 1, 2021 including provision of administrative and operational staff, supplies and materials. The following is an itemization of existing human resources, property and technology.

See Exhibit C – Example of Workforce Center Staff/Wages Structure– An estimate of current staffing provided in Exhibit C is provided for information only and does not represent requested, affordable, nor necessary staffing. The Board encourages successful bidder(s) to give consideration for employment to high performing workforce center employees who may be displaced as a result of this procurement. Staffing plans must include transition details and consideration of qualified available workforce professionals currently employed by the system.

(The Board is interested in better performing and more efficient operations. Actions taken to implement changes in staffing are the separate responsibility of the contractor, including any litigation arising from these actions).

Employment Services Staff – The “Texas Model” stipulates that workforce center contractors will be responsible for the supervision of the state employees engaged in employment services. Currently, there are approximately 40 TWC employees situated throughout Dallas County within the workforce centers. TWC partner-staff play a significant role in delivering workforce services to the universal population of jobseekers and employers in key industries. These employees represent a valued asset to the local system and should be integrated into the service strategy to maximize services.

Facilities – Eight (8) full service workforce centers and various special services are currently in place, and the Board administers all leases (Exhibit A). Facility costs including utilities and maintenance are the responsibility of the Board and are not included in this procurement. The Board further provides insurance for all facilities, Board-owned contents, and customer liability. The Dallas workforce system includes more than one certified American Job Center, and we aspire to certify most of our centers accordingly.

Equipment and Materials -- The successful bidder(s) will assume responsibility for Board inventory and all real property in the centers. Additional equipment and materials are negotiation items and must be procured using the TWC FMGC guidelines. As a non-profit entity, the Board staff will assist in all procurement to achieve discounts and relief of sales tax.

Computer Systems - Currently, there are approximately 878 desktop PCs running Windows 10 and Microsoft Office 2016 Professional. In addition, there are 506 laptops (or similar) currently being utilized for remote work. The centers have 57 printers and 35 copiers for both local/network printing. The network(s) are split and firewalled between staff and public, with a Watchguard Firebox appliance for network management/protection. The Board’s equipment is refreshed at 36-42 month intervals as funds allow, with 1/3 of the equipment updated annually. Successful bidder(s) will be responsible for the equipment and furnishings assigned to each center. Bidders must maintain close oversight of equipment and/or removed at each location.

Reliable and safe computer records and data are dependent upon a regular and secure backup of the network system. Each center must designate a primary and secondary person who will be responsible for managing the routine backup of the network.

The successful bidder(s) must be familiar with proper utilization of The Workforce Information System of Texas (TWIST) and Work In Texas (WIT) for data management. Both TWIST and WIT are provided for use by the Board and are maintained by the Texas Workforce Commission.

Telephone Systems - The selected bidder(s) will have responsibility for the efficient and proper use of the telephone system. Proper management of this resource requires procedures and supervision of telephone usage in order to keep all calls, especially long-distance calls, as reasonable and business related, including long distance calls.

Security System - The onsite contractor representative (i.e. Center Manager) is the first responder to events such as burglaries, invasion of property, and damage to property. After immediate response to a crisis and upon review and determination of damages and exposure, contractor representatives must notify the appropriate Board staff for each incident. Contractor representatives will report all stolen Board property to the appropriate police department for that jurisdiction. A report of the incident along with the official police report must be submitted to the appropriate Board staff within a specified time.

Alarm systems are provided in all workforce centers and costs are paid by the Board. Additional security guards are paid for by the existing contractor, as needed and allowed by the landlord. If a bidder contemplates the need for security guards or other security methods, costs should be included in the proposed operating budget. These services must be purchased in accordance with the procurement procedures of the TWC FMGC and Board policy.

Costs Not to be Included in Budget - The cost of facilities, including bidder's administrative offices, parking, utilities, phones, maintenance and repair, technology, and advertising are NOT to be included in the line item budget unless proposed in addition to existing services provided by the Board. See Budget Instructions in Part 4.6.

Regarding Cash Advance - While the Board anticipates and prefers a true cost reimbursement contract as stated in Part 2.3, successful bidder(s) requiring a cash advance to perform services must stipulate the conditions and amounts and comply with TWC FMGC and Board policy regarding cash on hand, bonding, collateralization and liquidation of advances.

PART 4.0 PROPOSAL PREPARATIONS AND SUBMISSION

4.1 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner. Total Statement of Work optimal page limit is 20 pages, excluding attachments, budget, and other required forms. The RFP with Attachments, contract assurances and definitions will be available on our website: www.wfsdallas.com. All documents submitted must be complete and fully assembled.

PROPOSAL SUBMISSION - Proposals must be submitted according to the instructions regarding the response deadline in Part 2.1 of this RFP. **Regulations do not permit evaluation or consideration of proposals which are submitted after the RFP deadline.** Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline. Any proposals or amendments delivered/received after the deadline will not be considered but will be deemed late and non-responsive to this RFP and procurement process. WFSDallas is not responsible for technology issues in the submittal of proposal.

PROPOSAL COVER SHEET -- All items on the Proposal Cover Sheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority--a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization. (This is also the person who must sign the various certification forms.)

EXECUTIVE SUMMARY -- This information is designed to convey a brief summary of the proposal to the Board Directors.

4.2 RESPONSE CHECKLIST AND ORDER OF SUBMISSION

The proposal must be submitted in order as Attachments:

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

Submit the following items as Additional Attachments in the bidder's response.

- P. Proof of Incorporation or Agency Status
- Q. Current list of Board of Directors and/or principals/chief officers; include name, position or title, business address, and daytime phone of each individual listed.
- R. Copy of most recent independent audit (if no audit is available, please explain why.)
- S. Copy of most recent IRS form 990 (for 501(c) Non-profits only)
- T. Organization Chart
- U. Job Descriptions and Resumes

Additional information for reference purposes:

Exhibit A – WFSDallas Workforce Center Locations & Square Footage

Exhibit B – Performance

Exhibit C – Example of Workforce Center Staff/Wages Structure

Exhibit D – Customers Served by Program and Center Location

Exhibit E – Customer Demographics

Exhibit F – Plan Summary

Exhibit G- February MPR Final YTD

4.3 PROPOSAL COVER SHEET

Complete all items on the proposal cover sheet (Attachment A). Indicate a signatory authority—a person in the organization who has the legal authority to negotiate and sign a contract on behalf of the organization. (This is also the person who must sign the Certification forms in the Attachments.) Bidders who are certified as a Historically Underutilized Business (HUB) attach a copy of the notice of certification to the proposal.

4.4 EXECUTIVE SUMMARY

Attachment B of the proposal - provide a brief summary (maximum two pages) of: 1) organizational capability and capacity, 2) demonstrated performance/effectiveness 3) customer service delivery design, 4) transition/implementation, 5) financial management and organizational stability, and 6) price/cost analysis/value. In addition, please note any unique or innovative aspects of your proposal. If the proposal consists of uniqueness and innovation, describe how they may be considered as extra benefit or value-add to workforce center operations.

4.5 INSTRUCTIONS FOR THE PROPOSED STATEMENT OF WORK

As Attachment C of the proposal, provide a complete description of the proposed workforce system operations in narrative form, according to the instructions provided below. Include the technical data that demonstrates that the bidder's plan and capabilities will meet the RFP requirements.

A. ORGANIZATIONAL CAPABILITY AND CAPACITY

Organizational capability refers to your organization's ability to meet the needs of the Dallas workforce system (i.e., qualifications and experience of staff). Capacity refers to the bidder's ability to ensure sufficient staffing and technology to accomplish its work processes and successfully deliver services to customers.

To operate and maintain eight full-service workforce centers, the bidder should provide a response of its overall capability and capacity including:

Brief Organization History – legal name, legal status, year established, number of employees, line of business, and organizational purpose. Also, include a list of members and terms of the bidder's governing board. *Submit Attachment T – Organizational Chart*

Qualifications – Describe your knowledge and experience of the Texas Model, Work In Texas, The Workforce Information System for Texas (TWIST), Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutritional Assistance Program (SNAP), Temporary Assistance for Needy Families (Choices), Non-Custodial Parents (NCP),

Wagner Peyser (ES), Vocational Rehabilitation (VR), and Trade Adjustment Assistance (TAA). Additionally, provide information in support of the bidder's qualifications in working with businesses, maintaining quality relationships with employers, advancing service penetration with sector employers and in providing workforce services to employer.

Provide three references that the bidder contracted with for similar services proposed. Include the name of the organization, contact person and information, amount of contract, time period and services provided.

Capabilities/Capacity – Describe your organizational capacity to effectively perform the services requested ensuring an integrated service delivery model inclusive of the management and collaboration with workforce partners.

Describe your ability to assess talent, maintain accountability and measure effectiveness. Describe how you will ensure that staff employed in this project will have sufficient skills and knowledge to deliver outstanding services to employers and jobseekers. How do you measure effectiveness of leadership to ensure quality management and program delivery?

Describe your ability to assess capacity needs, including how you will use approved technology and/or propose additional options including deployment of corporate resources or new resources to accomplish work. Describe any "workflow" technologies or other systems, processes to be used to effectively improve services, increase system effectiveness and efficiency and impact costs. For any cloud based system, please include your capacity for protecting customer information.

Describe how information will be communicated throughout your organization on guidance pertaining to goals, performance targets, policies, procedures, directives and other information be disseminated to staff.

Provide an example of how your organization has brought improvement to performance. Describe the situation before and after; and exactly what actions you took.

File Management/Record Retention/Personal Identifiable Information (PII) – Describe your organization's document management system and processes to ensure files are maintained (hardcopy and/or electronically). Describe your record retention processes.

Describe how your organization protects PII to ensure compliance. What type of PII training does your organization offer?

B. DEMONSTRATED PERFORMANCE/EFFECTIVENESS

Describe your experience in delivering the same or equivalent services that demonstrates a proven track record of success, indicating performance outcomes, budget vs. actual expenditure rates, and accountability to manage multiple funding streams. Non-related activities that illustrate a bidder's ability to successfully implement the management and operations of a multi-site system should also be included.

Describe the results of all internal and external audit or monitoring reports related to this project including program and/or financial findings, exceptions and disallowed costs and any repayments, and EEO complaints and resolution. A summary of all EEO related complaints including a resolution for each complaint or on any that are pending resolution to be included as a separate attachment properly labeled.

Detail your self-monitoring systems inclusive of complying with federal, state and local laws, regulations, policies, and providing quality customer service. Provide a specific example of how you used an internal monitoring report to improve operations.

Are you currently operating under any form of corrective action, technical assistance, or performance improvement plan? If so, for what purpose and what is your progress?

How will you ensure performance measures are met or exceeded? Describe your methods for tracking and evaluating performance. Identify what performance indicators will be tracked and analyzed to measure impact on performance.

Describe your COVID policy as it applies to the eight (8) Dallas workforce centers.

Describe your work-from-home policy as it achieves contract deliverables, integrity in attendance and production, protection of customer PII, meeting customer needs and motivating employees.

The RFP provides a list of those entities who maintain a relationship with our system via Memoranda of Understanding. Please describe how you will implement these agreements; and add any partners that you will bring to the relationship.

C. CUSTOMER SERVICE DELIVERY DESIGN

Describe how the bidder will implement services to employer and jobseeker customers. **Provide a separate response for employers and jobseekers.**

Employer Services

WFSDallas recognizes employers as the primary customer of the Dallas County workforce system. Certain employer services may be contracted or reserved by the Board for direct operation. This is the only service within the RFP that is not required to be contracted. It is critical to our system and our relationship to the business community; and therefore, bidders must meet every expectation to be awarded. Dallas County employers must have access to a skilled workforce and other human resource services to ensure competitive advantage in the global economy, and to maximize economic development opportunities in Dallas County. Please respond to the areas below:

Recognition - Describe how you will actively engage employers to ensure employer success, forecast needs, and respond with services that create customer satisfaction while promoting business expansion. Describe your service delivery design to include the labor market, priority industries as they affect future growth and segmented services that add value to the workforce system.

Outreach and recruitment - Describe your outreach and recruitment strategy to attract and recruit new Dallas businesses within the workforce system and how you will expand existing employer partnerships. Describe how you will ensure each job order in Work In Texas receives ample qualified referrals based upon the service level the employer requests. Describe how you will increase the number of employers using our services, improve referral outcomes for current employers through better job matching and referral strategies, sustain existing employers using our services, and maintain a high level of repeat customer usage.

Jobseeker recruitment and quality matching - Describe in detail how you will offer jobseeker screening, assessment and referral services customized to employers. Please also include how you will exceed employer expectations. Describe how you will maintain online, telephonic, and in-person services to assist employers with WIT job seeker registration and employer job postings. Describe your job seeker recruitment methodology/strategies designed to meet employer needs. Describe how you will work with jobseeker services in coordinating job development and placement efforts. Describe how you will coordinate job development assistance for customers enrolled in occupational skills training.

Interviewing screening and hiring process - Describe your strategies for jobseeker screening, assessment, and referral services customized to meet employer needs. Discuss your process for periodic reviews of staff making referrals to ensure employer customer satisfaction.

Working with Identified sector strategies - Discuss your work with local components of sectors (see Section 3.2) in collaboration with the Board and partners to fill skill gaps, offer business-led strategies and creations of career pathways. Describe how you will grow sector based recruitment and services.

Economic/labor market information services - Describe your processes and sources for labor market information available to employers, inclusive of tax credits, on-line resources, and external grants for training current workers.

Rapid Response - Describe your employer orientation(s), as well as re-employment assistance and retaining services to eligible dislocated workers subsequent to WARN notification. Describe how you will collaborate with Board employer services staff, and how you will conduct meetings with affected employees regarding programs and services to support workers through the transition period.

Alternatives to downsizing - Describe your processes to use business intelligence to identify companies considering staff reductions with the goal of suggesting alternatives to downsizing activities. Provide your strategic and tactical alternatives to include research, job restructuring, employee re-qualification, redeployment, and labor pooling information and services.

Opportunities for innovation - Describe your innovative and unique enhancements to the employer service strategies. Describe talents, tools, personnel or best practices that you bring to the Dallas workforce system.

Supervision and Deployment of TWC-assigned staff - Describe how you will ensure staff consistently and accurately screen and match prepared jobseekers to posted jobs. Describe how you will operate within a sound system that tracks accuracy of referral decisions and rewards successful matches with employer needs.

Jobseeker Services

The primary purpose of the Workforce Centers is to provide full and sustained employment for all jobseeker customers. Services are provided through a seamless, integrated system utilizing a tiered or sequential service delivery approach. Each customer must receive customized assistance based on their individual needs, so that the mix and intensity of services varies to achieve meaningful and wage appropriate employment. Services should culminate in employment that provides a living wage for the market, and a suggested career pathway. In consideration of the "Texas Model", the bidder must consider all grant funds and partnerships when submitting responses. Successful bidders should propose innovative hardware, software, and staffing solutions that will improve overall services to job seekers. Innovation is encouraged in serving job seekers with limited dollars and addressing necessary issues in COVID-19 recovery. Please provide responses below:

General Service Delivery - Describe your processes for determining eligibility for services to receive assistance, including co-enrollment among programs and partners described above.

Outreach, Intake and Orientation - Describe your outreach strategy for priority populations (Veterans, foster youth, ex-offenders, homeless, economical disadvantaged, dislocated workers, individuals with disabilities, persons requiring basic skills & English language skills and underemployed workers). Describe your processes for intake and orientation to include in-person and virtual options.

Case Management and Counseling – Describe how you will deliver case management virtually and in-person. Include how you will ensure barriers to employment or training are addressed through services and referrals. Describe how you will ensure quality and timely documentation in TWIST for all program activities. What is your strategy to ensure that quality case management, seamless service delivery and a positive customer experience?

Comprehensive Testing and Assessment – Describe what type of assessments that you will use (online and in-person) to assess skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skill gaps) and support service needs. Describe your process for individualized career services based on specific program eligibility. Discuss comprehensive and/or specialized assessments, development of the individual employment plan, group/individual counseling, career planning, case management and counseling. The discussion should also include how you will support customers' needs through a tailored career plan and support services.

Labor Exchange Services – Describe how you will deliver the “Texas Model” through the management of the employment services team.

Referrals and coordination with all workforce programs and partners – Describe how you will coordinate activities with community services, including those located within the American Job Center, and when appropriate, other wrap around services or workforce development programs.

Providing information in a usable and understandable form and languages- Describe how you will offer usable and understandable languages relating to the availability of support services or assistance through community referrals. Describe how you will offer assistance regarding filing claims from unemployment compensation.

Individualized Career Services – Describe your services available in the workforce centers (in-person and online). Describe what type of seminars or workshop that you propose. All services listed in section 3.3 must be made available if determined to be appropriate for an individual to obtain or retain employment.

Follow-Up Services – Describe how you will offer follow-up services, in accordance with WIOA and Board policy.

Training Services – Describe your strategies for the delivery of training services and include the referral process. Training/retraining is an available option for jobseekers who are unable to find employment at the Board’s defined self-sufficiency wage. Examples of training include: occupational skills training, on-the-job training, registered apprenticeship, workplace training and cooperative education programs, private sector training program, skills upgrading and retraining, entrepreneurial training, job readiness training in combination with other training, adult education and literacy activities, customized training and development of internships/work experience/community service/subsidized employment opportunities. Please include your case management strategies and follow-up processes in your response.

Performance – Describe your strategies to meet all contracted performance measures. Specifically, identify how you will meet the anticipated full work rate goal for CHOICES (50%). What actions will you take to correct performance deficiencies. Please provide details what systems and processes are used to identify program deficiencies and to address these deficiencies.

Virtual Services – Describe your virtual services in addition to the management and operation of physical centers.

D. TRANSITION / IMPLEMENTATION

Describe your transition/implementation plan including the bidder’s commitment to accomplish non-interruption of quality services to our customers to be completed by September 30, 2021. The Board expects that the parties involved in a transition will work together to ensure that services to customers are not impacted. We will encourage that current team members be invited to continue employment at no less than current salary and benefits when future decisions are made.

For new bidders, describe a seamless transition to ensure that customer services and financial services are not adversely impacted. **For the current provider, please describe your continuous improvement processes for customer and financial services.**

For new bidders, describe the bidder's plan for negotiating salaries and benefits for existing employees who are selected for continued employment in consideration of Exhibit C. **For the current provider, please describe your plan for necessary and reasonable staffing levels and salaries/benefits.**

For new or current bidders, describe how you will enhance the current service delivery with innovation, methods, systems etc.

For new or current bidders, describe the bidder's plan for continued integration of the TWC Employment Services staff in workforce system operations. How can the bidder ensure maximum utilization and benefit of this resource?

E. FINANCIAL MANAGEMENT AND ORGANIZATIONAL STABILITY

1. Describe financial management system and administrative experience.

The description should include managing and operating multiple federal, state and local funding sources in accordance to General Accepted Accounting Principles (GAAP); conducting internal controls for contract performance and compliance; developing and implementing continuous improvement methods; fiscal organizational structure and capacity.

2. What systems are in place to effectively track both actual and projected training obligations, encumbrances, and vendor payments to ensure fiscal accountability, timeliness, and accurate and appropriate reporting? Describe your process for encumbrances and expenditures (accrual accounting) inclusive of training obligations and vendor payments, including average turn-around time.
3. Describe payroll, leave, and travel policies, and how related documentation and files are maintained. All allowable travel expenditures will be reimbursed based on State Law (e.g. mileage, per diem, etc.) or the applicable funding source.
4. Describe your ability and method it would use to re-pay any disallowed costs consistent with **Texas Administrative Code, Title 40, Part 20, Chapter 802.**
5. Provide a copy of **most recent audit and management letter performed by an Independent Certified Public Accounting Firm.** In addition, please provide a statement of how any audit findings have been resolved including any potential liabilities that might affect the ability to perform a contract if awarded. Liabilities include, but not limited to, those that have not been presented in the audit and subsequent events.
6. Describe your procurement process to ensure cost reasonableness is determined for all purchases.
7. Provide any additional information that would demonstrate your financial and organizational stability.
8. Identify key fiscal staff responsible for financial/accounting functions; include a summary of each person's qualifications and experience, including any licenses held.
9. What are your current sources of funding and the percentage of the total each source?
10. Please respond to the scenario – Due to a larger than expected jobseeker enrollment within the WIOA adult program, you've fully spent/obligated your budget four months into the 10/1/21 contract. What steps would you take to manage the situation? What steps would you take to prevent this from happening in future contracts?

F. PRICE/COST ANALYSIS/VALUE

1. Provide a copy of your cost allocation plan. Explain how the cost allocation methodology will be applied in distributing costs among funding sources under this contract.
2. Indirect costs will be competitive. If indirect costs are requested in this proposal, please provide a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate.
3. Profit/Incentives will be competitive. Provide a detailed schedule for any proposed incentives/profit. **All incentives/profits are subject to negotiation.**
4. Describe any in-kind or matching funds contributed to this project.

4.6 INSTRUCTIONS FOR COMPLETING BUDGET FORMS

Budget forms include:

- Proposed Annual Cost-Reimbursement Budget,
- Proposed Salary Allocation Plan, and
- Budget Back-Up

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

Proposed Annual Cost Reimbursement Budget Form, Attachment D, should be completed and submitted with each proposal. The budget submitted should represent a ONE-YEAR projection of expenses.

Section A. Personnel Costs include salaries and fringe benefits of all regular staff positions as described in the proposal narrative. Item A.1. Salary must match the total of the column labeled "Annual Salaries Paid by Board" in the Proposed Salary Allocation Plan. (Section A does not include professional personnel who provide independent services on a contractual basis, such as auditors; costs of such contractual services should be listed in Section F, below.

- Salaries – include wages/salaries for all project personnel, consistent with the proposal narrative. This line item should match the total costs shown in the Proposed Salary Allocation Plan (Attachment E).
- Fringe Benefits – the cost of all fringe benefits (medical insurances, FICA, U.I., Worker's Comp, retirement, etc.) associated with all project personnel.
- Temporary Staffing – the cost of all contracted staff hired as temporary staffing.

Section B. Infrastructure – Lease The Board has sufficient office space to operate the workforce centers and Administrative office. Please do not include these items in the budget.

Section C. Infrastructure – Other Occupancy

- General Business Liability Insurance - General liability insurance must cover bodily injury and property damage to a third party and personal injury: \$2,000,000 each occurrence and \$2,000,000 aggregate, and \$10,000 medical expense (any one person) is required. A reasonable deductible is allowed, but may not exceed \$10,000.
 - *Errors and Omissions* – Errors and Omissions insurance or the equivalent is required; however, the cost of such insurance will not be reimbursed by the Board.
 - *Directors and Officers* – Directors and Officers insurance is recommended providing \$2,000,000 per loss/aggregate.
 - *Workers Compensation* – Bidders must ensure that all employees are covered by workers' compensation insurance at a minimum of \$500,000 per accident or disease. If self-insured, the Bidder must warrant that it will maintain coverage sufficient to cover any liability as specified above. If the Contractor is a State agency and is self-insured, then the Bidder must be able to pay any obligation that it incurs from performance under a Contract resulting from this RFP.
 - Note on Insurance Requirements -- Selected Contractors shall indemnify, save and hold the Board and TWC harmless from any claims or losses or damages to property and/or the resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses, or damages are caused in whole or in part by any actions or omission of the Contractor,

its employees, officers, and agents, or its subcontractors. Selected Contractors will obtain and continue in force, during the term of the Contract, all insurance specified. Before starting work, the Contractor will be required to submit certificates of insurance. The Board and its Board of Directors shall be named as an additional insured and shall be granted a waiver of subrogation and approval over exclusions. This solicitation does not obligate the Board for any cost incurred prior to start date of the Contract. The Board will not reimburse any bidder for costs other than those specified in a signed contract.

- *Fidelity Bonding* – The fidelity bond must be in an amount that is sufficient to cover the largest cumulative amount of all cash requests submitted on a given day or the cumulative amount of funds on hand at any given point.

(In addition, the selected Contractor must secure an additional amount of funds against loss as follows: if the amount secured by the selected Contractor's fidelity bond is sufficient to cover the largest cumulative amount of all cash requests submitted on a given day or the cumulative amount of funds on hand at any given point, but is less than 10% of the funds subject to its control, the difference must be secured through bond, insurance, escrow accounts, cash on deposit, or other methods in accordance with the Texas Administrative Code, Title 40, Part 20, Rule 802.21 and the requirements of the TWC Financial Manual for Grants and Contracts, Chapter 3.)

Note: Public or Private entities must prove comparable insurance coverage for all categories.

- Other Insurance – any other insurance costs not already included in any of the above line items. Such costs may include participant medical/accident, etc. and must be individually listed and explained in the Budget Back-up (Attachment F).
- Security – Costs of having a security guard present during normal business hours at each of the eight workforce centers.

Section D. Infrastructure – Utilities Cost The Board covers the utility costs associated with all leases to operate the workforce centers and Administrative office. Please do not include these items in the budget.

Section E. Infrastructure – General Office includes supplies/materials, printing/reproduction, advertisement, postage/freight, telephone, membership & subscription, equipment rental/purchase, and equipment repairs. While the Board ordinarily supplies all phones, this budget may include any expense anticipated outside the usual course of business. Such expense, and the necessity, must be fully explained in the budget back up.

- Supplies/Materials – cost of all consumable office supplies and materials used by project staff.
- Printing/Reproduction – costs associated with any outside printing, binding, or reproduction of materials.
- Advertisement – costs associated with customer outreach/recruitment materials, advertisement of job vacancies, procurements, legal or public notices, etc.
- Postage/Freight – costs of postage, freight, shipping, and/or courier services.
- Telephone – cost of cell phones and other personal communication devices. Identify for whom. Phone and data systems are provided for all workforce centers.
- Subscription fees – costs associated with journals, newspapers, magazines, etc. and fees or dues associated memberships applicable to maintaining professional credentials.
- Equipment Rental/Purchase – costs of renting or purchasing any equipment that is not provided by the Board. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).
- Equipment Repair – costs of equipment repairs of items that the Board has not provided. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

Note: The Board has sufficient office space, equipment, and furniture to operate the workforce centers and administrative office. Please do not include these items in the budget. Only that equipment and furniture necessary for project functions

listed in this proposal that go beyond the usual course of business should be listed in equipment rental/purchase and repairs.

Section F. Infrastructure – Other includes personnel cost, non-personnel costs and contractual services.

- Personnel Costs:
 - Staff Travel/Per Diem – all travel costs such as mileage reimbursement, per diem, lodging, transportation, etc. Travel costs must comply with state travel reimbursement rates.
 - Staff Training – costs associated with conference registration fees, workshop or seminar feeds, and reimbursable employee training and education costs (i.e. tuition/fees as allowed by personnel policies).
 - Recruitment, Drug Testing and Background Checks – costs associated with screening staff for hiring purposes.
- Non-Personnel Costs:
 - Other – any other non-personnel costs not already included in any of the above line items. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).
- Contractual Services:
 - Payroll Service Fees – fees related to payroll services rendered by persons who are not owners, officers or employees of the organization.
 - Audit Services – expenses related to an annual audit. Including the filing of IRS Form 990, if applicable and/or a single audit, which is required if contractor is awarded a Dallas County Local Workforce Development Board, Inc. contract that receives more than \$750,000 in federal funds. See: [Single Audit | HHS.gov](#)
 - Contract Services – fees and expenses related to professional consulting, technology or training services rendered by persons who are not owners, officers or employees of the organization.
 - Other – any other contractual service costs not already included in the above line items. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

Section G. Indirect Costs/ Management Fee Specify the indirect rate and describe the method of calculation used in deriving the rate. You must submit a copy of your approved plan and/or cognizant agency letter approving an indirect cost rate. Indirect cost plans are only approved for entities that currently have grants/contracts with the government. Identify the amount or percent of the management fee and the method of calculation used in deriving the rate of the fee. Indirect and/or Management Fees are negotiable and will not be computed on Direct Client Support (Pass-through) expenditures.

Section H. Profit/Performance Incentive Costs Profit is an allowable line item only if the bidder is a for-profit entity. All profit/incentives are negotiable. Incentives are allowable line item if the bidder is a non-profit entity. Indicate the percentage used to calculate profit/performance incentive costs.

Section I. Direct Client Support (Pass-Through Funds) Including, but may not be limited to, tuition for skills trainings individual training accounts (ITA's), tuition for short term prevocational training, jobseeker incentive payments if applicable, transportation, other support services, or other allowable pass through expenses the proposal may anticipate for innovation. **Pass-through Funds are not subject to Incentive or Profit.**

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

Proposed Salary Allocation Plan (Attachment E) provides sufficient back-up data for Line Item A.1, "Salaries", in conjunction with the Narrative; however, the narrative must contain adequate job descriptions to enable the Board to determine that the staff expenses are reasonable and necessary. If staff is salaried, and not paid on an hourly basis,

simply divide the annual salary by 2080 hours (or the annual work hours specified in bidders' personnel policies) to convert salaries into an hourly rate. All salaries should be separated to indicate the following expense types: Agency Management – All project costs associated with the bidder's corporate offices; Project Management – All local management costs; and Project Operations – All direct service costs in the proposed salary allocation plan.

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

PART 5.0 ASSURANCES AND CERTIFICATIONS

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

Section 1. Compliance with Law/Order of Precedence

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

Section 2. Child Labor Laws

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

Section 3. Health and Safety Standards at Work/Contractor Facility

Contractor shall ensure compliance with applicable health and safety standards established under State and federal law, including the Occupational Safety and Health Act of 1970, or with any applicable regulations regarding working conditions of employees of Contractor and of customers in programs funded by the Board under the Contract.

Section 4. Grievance and Complaints

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

Section 5. Use of Historically Under-utilized Businesses

Contractor covenants to make a good faith effort to contract with, or make purchases from, historically under-utilized (disadvantaged) businesses certified by the State of Texas, as that term is defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises. Contractor shall maintain documentation of such good faith efforts.

Section 6. Equal Opportunity Compliance and Assurance

- A. Contractor assures and guarantees that it shall comply with guidance as specified in 29 CFR 38.25 at the following website:
https://www.customsmobile.com/regulations/expand/title29_part38_subpartB_subjgrp83_section38.25#title29_part38_subpartB_subjgrp83_section38.25. Contractor shall comply with the provisions of the following laws:
- Title VI and VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and § 2000e-16, as amended;
 - The Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793-794, and 794d, as amended;
 - The IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
 - The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
 - The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
 - The Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq., as amended; and
 - Applicable provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- B. Contractor covenants to make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.
- C. Contractor assures that it will not deny services under any grant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his/her participation in any Workforce Innovation and Opportunity Act financially assisted program and/or activity, as defined in Section 188 of WIOA.
- D. Contractor assures that it will take appropriate steps that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- E. Contractor assures that it will make reasonable effort to meet the state goals on subcontracts and supplier contracts for the performance of activities required by Board contract to historically underutilized businesses (HUBs) certified by the State of Texas, as defined in 34 Texas Administrative Code, Part I, Chapter 20, Subchapter B, including any certified women or minority owned business or enterprise.

Section 7. Political Activities; Lobbying Prohibited

A. Political Activities Prohibited

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

B. Political Restrictions on Customers

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

C. Political Restrictions on Employees

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

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

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

D. Restrictions on Lobbying

Contractor will comply with the requirements of **Restrictions on Lobbying: Certification and Disclosure Requirements** imposed by 29 CFR 93, dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 6737, 6751, dated June 15, 1990. No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.

Section 8. Non-Labor Involvement

A. Union Activities

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

B. Labor Disputes Involving Work Stoppage

1. No customer may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, 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 9. Sectarian Involvement Prohibited

- A. Contractor and any subcontractor 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 (jobseeker) 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 10. Prevention and Reporting Fraud, Waste and Program Abuse

- A. Contractor shall establish and implement internal program management procedures sufficient to ensure that their employees, customers, and subcontractors are aware of TWC Fraud, Waste and Program Abuse Hotline and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under the Contract.
- B. Contractor is responsible for reporting to the Board, and the Board is responsible for reporting to TWC Office of Investigations, any knowledge of suspected fraud, waste program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures.
- C. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of the Contract, or with regulations of WIOA or any other specific funding source(s) under the Contract, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds and/or termination of the Contract.
- D. Contractor shall ensure diligence in managing programs under the Contract including carrying out appropriate self-evaluation activities and in taking immediate corrective action against known violations of WIOA or any other specific funding source(s).
- E. Contractor assures that it will perform the contracted activities in conformance with safeguards against fraud and abuse as set forth by the Board, Federal and State rules and regulations, TWC, WIOA and any other specific funding source(s), and Regulations. Contractor agrees to notify the Board of suspected fraud, abuse, or other criminal activity through filing a written incident report within twenty-four (24) hours of knowledge thereof. Theft or willful damage to property on loan to the Contractor shall be reported to local law enforcement agencies within two (2) hours of discovery of any such act.
- F. Contractor agrees to cooperate fully with the Board, local law enforcement agencies, the State of Texas, U.S. Office of the Inspector General, the Federal Bureau of Investigation, and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

Section 11. 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. In these cases, information 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 enumerated in Part VI, Section 20, 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. Personally identifying information (PII) obtained from the Unemployment Insurance system, including wage records, and from WorkInTexas is not public information for the purposes of the Texas Public Information Act. 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. Notwithstanding any other provision of the Contract, the Contractor shall not release any PII obtained from TWC Unemployment Insurance records or from WorkInTexas, unless otherwise authorized by the Board.

Section 12. Nepotism

Contractor will comply with Government Code, Chapter 573, which requires that no officer, employee or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

Section 13. Conflicts of Interests

- A. Standards of Conduct for Public and Non-Profit Contractors -- By signature of the Contract, Contractor hereby covenants and affirms that in administering the 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. The Contract will be administered in an impartial manner, free from personal, financial, or political gain. Contractor, its executive staff and employees, in administering the Contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. No member of the Board shall cast a vote on the provision of services by that member (or any organization which that member represents, or their affiliate) or vote on any matter, which would provide direct financial benefit to that member or any business or organization, which the member directly represents.
 2. Conducting Business Involving Relatives - No relative by blood, adoption, or marriage or any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. Contractor shall also avoid entering into any Contracts for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain approval from the Board before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

3. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
4. Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Contract funds will be used solely for purposes allowed under the Contract.
5. No officer, manager, or paid consultant of Contractor is, or is married to, a Director of the Board or a manager of the Board.
6. No Director of the Board or manager of the Board directly owns, controls, or has any interest in Contractor.
7. No Director of the Board or employee of the Board receives compensation from Contractor for lobbying activities as defined in Chapter 305 of the Texas Government code.
8. Contractor has disclosed on the face of this contract any interest, fact or circumstance, which does or may present a potential conflict of interest.
9. Should Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the Contract and shall immediately refund to the Board any fees or expenses that may have been paid under the Contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to the Contract.
10. Contractor shall be in accordance with the conflict of interest provisions in OMB UG; UGMS; FMGC; and at 40 Texas Administrative Code §802.21 (c)-(d) and 802.41 regarding any awards under the Contract.

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

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

Section 14. Notices/Communication

- A. Any notice, request or demand required or permitted to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or copier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Contractor.

- B. Mailed notices shall be addressed to the parties at the addresses indicated in the Contract, but each party may change its address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

Section 15. 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 16. Program Participation

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

Section 17. 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 WIOA or any other specific funding source(s), 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 participant whose wages are subsidized under WIOA or any other specific funding source(s). Furthermore, no jobs shall be created for customers in a promotional line that shall infringe in any way upon the promotional opportunities of currently employed individuals.
- D. Contractor agrees that Board/TWC funds under the Contract are to be used only for activities which are in addition to those which would otherwise be available in the Board service area in the absence of such funds.

Section 18. Responsible Contractor

- A. Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of the 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 the 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 the Contract, it shall terminate the 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 the Contract. This may occur if the Contractor: (1) has committed a sanctionable act pursuant to 40 TAC, Chapter 802, Subchapter G; or (2) has history of unsatisfactory performance, or (3) is not financially stable, or (3) has a management system which does not meet management standards as determined by the Board and/or set forth in the UG and UGMS, or (5) has not conformed to terms and conditions of previous awards, or (6) is otherwise not responsible as determined by the Board. In such event, the Board may establish and impose upon Contractor any special conditions and/or restrictions, it deems in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the "high risk" status is removed by the Board.

Section 19. Minimum Wages for Customers

- A. In all instances when wages are paid to a customer enrolled in programs funded under the 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 20. Federal/State Obligations

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

Section 21. Accessibility of Records

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

Section 22. 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 the Contract.
- D. Contractor shall notify the employees and customers in such statement that as a condition for employment or participation in training under the Contract, the employee and/or customer will abide by the terms of the statement and notify, in writing, Contractor of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- E. Contractor agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or requires participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. Contractor further assures that it will notify the Board; in writing, within five (5) calendar days, of any criminal drug statute violation by a Contractor employee or customer.

Section 23. Economic Development and Relocation Activities

No funds received under the Contract may be used for the following activities:

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

Section 24. The Rehabilitation Act/The Americans with Disabilities Act

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

Section 25. Integrity of the Texas Workforce System

Contractors shall be in accordance with **Texas Administrative Code, Title 40, Part 20, Chapter 802** by: maintaining fiscal integrity; maintaining appropriate insurance requirements; complying 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 26. Use of Funds/Buy American Act

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

Section 27. Flood Disaster Protection Act

None of the Federal funds made available by this Grant Award may be provided in identified flood-prone communities, as stated in the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Section 28. Architectural Barriers Act of 1968

Grant Award funds shall be used in compliance with the requirements found in the Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

Section 29. Space for Conferences, Meetings, Conventions or Training Seminars

Pursuant to 15 U.S.C. § 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with Federal funds must comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Boards may conduct a search of the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

Section 30. Prohibition on Trafficking

Grant Award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)). The following language must be included in all awards or subawards:

“1. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii) Procure a commercial sex act during the period of time that the award is in effect; or
- iii) Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180,

“OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. §7102)."

Section 31. Contracting with Corporation with Felony Convictions

None of the Federal funds made available by this Grant Award shall be used on contracting with corporations with felony convictions. The Board is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Section 32. Contract, MOU or Cooperative Agreement to Corporation with Unpaid Federal Tax Liability

None of the Federal funds made available by this Grant Award shall be used on contracting, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Section 33. Violations of the Privacy Act

No Federal funds made available under this Grant Award shall be used in violations of the privacy act. These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.

Section 34. Child Labor

No Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here:

<https://www.dol.gov/ilab/reports/childlabor/list-of-products/>.

Section 35. Health Benefits Coverage

Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.

Section 36. Legalization of Drug

No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under § 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance. No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

Section 37. Pornography

No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

PART 6.0 RESOURCES

PART 6.0 RESOURCES

The followings are resources that may familiarize proposer with the guidance and operations on the Dallas Workforce System.

Workforce Program Guides

<https://www.twc.texas.gov/partners/workforce-program-guides>

Workforce Policy Guidance

<https://www.twc.texas.gov/agency/laws-rules-policy/workforce-policy-and-guidance>

Vocational Rehabilitation Guidance

<https://www.twc.texas.gov/partners/board-vr-requirements>

COVID-19 Resources





<https://www.twc.texas.gov/partners/covid-19-resources-local-workforce-development-boards>

Financial Guidance


TWC Financial Manual:

<https://www.twc.texas.gov/agency/financial-manual-grants-contracts>

Uniform Guidance (2 C.F.R. Part 200) & Related Resources:

- [About the Uniform Guidance and Federal Agencies' Implementing Regulations](#) 
- [Uniform Guidance, Final Rule, December 26, 2013, 78 FR 78590 \(original issuance\)](#) 
- [Uniform Guidance, 2020 Annual Codification \(2 C.F.R. Part 200\) \(before the 2020 revisions\)](#)
- [Uniform Guidance, e-CFR daily updates \(unofficial, editorial compilation\)](#)
- [Proposed Rule, January 22, 2020, 85 FR 3766 \(2020 revisions\)](#) 
- [Final Rule, August 13, 2020, 85 FR 49506 \(2020 revisions\)](#) 
- [Final Rule \(Corrections\), February 22, 2021, 86 FR 10439 \(2020 revisions\)](#)
- [OMB Implementation Guidance for the 2020 Final Rule Revisions \(Performance.gov\)](#)
- [TWC Summary of Changes \(Slides\) \(Updated February 22, 2021\)](#)

Texas Uniform Grant Management Standards (UGMS)/Texas Grant Management Standards (TxGMS).

- [About UGMS/TxGMS](#) 
- [Access UGMS and TxGMS](#)

Workforce Innovation and Opportunity Act

[Workforce Innovation and Opportunity Act](#)

Wagner Peyser Act

[Wagner-Peyser Act](#)

US Department of Labor Code of Federal Regulations (Title 29)

[Title 29 Labor - Code of Federal Regulations](#)

Personal Responsibility and Work Opportunity Reconciliation Act of 1996

[Personal Responsibility and Work Opportunity Reconciliation Act of 1996 \(Public Law 104-193\)](#)

Jobs for Veterans Act of 2002

[Jobs for Veterans Act of 2002 \(Public Law 107-288\)](#)

Texas Workforce Commission Rules and Statutes

- [TWC Rules](#)
- [TWC Rules Adoptions & Proposals](#)
- [Pending Proposed Rules, Rule Reviews & State Plans](#)
- [Texas Administrative Code, Title 40 Part 20, TWC](#)

Texas Workforce Commission Reports, Plans & Publication Resources

<https://www.twc.texas.gov/agency/reports-plans-publications>

Labor Market Information

<https://www.twc.texas.gov/programs/labor-market-career-information-program-overview>

Jobseeker Services & Resources

<https://www.twc.texas.gov/jobseekers>

Business Services & Resources

<https://www.twc.texas.gov/businesses>

Texas Workforce Commission, Vocational Rehabilitation Services & Resources

<https://www.twc.texas.gov/jobseekers/vocational-rehabilitation-services>

Various Resources (*Economic Development, Local Workforce Boards, Community and Partner Resources*)

<https://www.twc.texas.gov/partners>

Students, Parents and Educator Resources

<https://www.twc.texas.gov/students>

Texas Workforce Commission Agency Resources

<https://www.twc.texas.gov/agency>