



Request for Qualifications/ Request for Proposals

Child Care Quality

(Professional Training Services, Professional Development and/or Other Innovative Activities)

ISSUE DATE JULY 9, 2015, 1:00 P.M., CDT

RESPONSE DEADLINE AUGUST 6, 2015, 5:00 P.M., CDT

Ross Towers, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201, 214-290-1000, www.wfsdallas.com

Workforce Solutions Greater Dallas is an equal opportunity employer/program. Auxilliary aids are available upon request, for persons with disabilities. TTY:214-745-1054

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INTRODUCTION

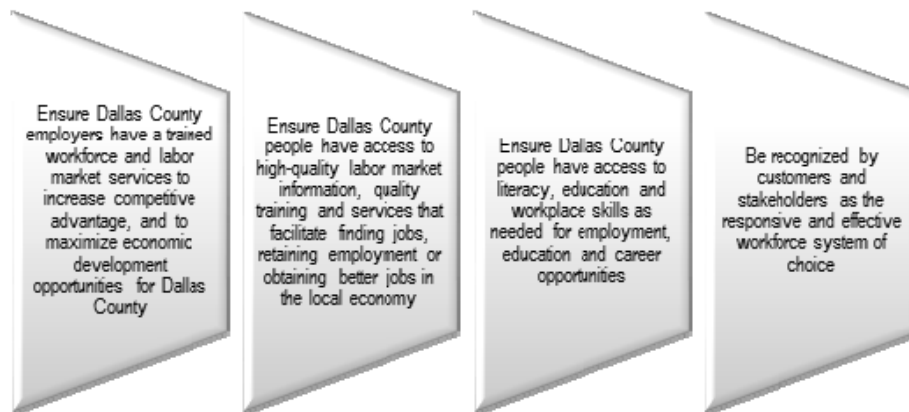
The workforce system in Dallas County is governed and managed by the Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas, acting on behalf of the county's citizens and employers. The Dallas County Local Workforce Development Board is a 501(c) (3) a not for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

MISSION

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

VISION

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



WORKFORCE SYSTEM PRINCIPLES

- **Universality** means access of all population groups to a broad array of services and information from a comprehensive assortment of education, employment, and training programs. The Greater Dallas Workforce System operates on the belief that true competitive advantage lies in the ability of people to think, to identify and analyze problems, and to work cooperatively to solve them.
- **Customer choice** empowers, enhances, and determines customer satisfaction. Adequate information and resources exist to provide every customer, both job seeker and employer, with up-to-date information that is easy to access and meaningful. Customer choice is a shared

responsibility and requires the system to inform every customer of the options and advantages to services.

- **Integration of systems, resources, and services** is an ultimate principle that goes beyond co-location and technological access to provide a seamless, workforce solution to all potential customers, job seekers, and employers.
- **Performance driven/outcome based measures** are the criteria by which successful providers are managed. The Board seeks providers who are capable of designing a seamless service delivery system that maximizes performance driven outcomes for all job seekers and employers served, while creating a successful workforce system.

PURPOSE OF REQUEST FOR QUALIFICATIONS (RFQ)/REQUEST FOR PROPOSALS (RFP)

The Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas, provides funding for subsidized child care services for over 11,000 children per day, nearly 1,000 child care providers with agreements (child care centers, registered and licensed home care); and over 120 of these are Texas Rising Star providers. The purpose of this RFQ/RFP is to solicit qualified child care professional training services, professional development and/or other innovative activities in accordance to the Child Care Development Funds (CCDF) regulations to be delivered throughout the Dallas County area to enhance the skills and knowledge of child care providers, directors and employees to assist in the improvement of quality child care services, including activities that support Texas Rising Star Certification.

ELIGIBLE RESPONDENTS

Private-for-profit corporations, community-based organizations (CBO), private non-profit organizations, local educational agencies, institutions of higher learning, other providers with capacity of providing recognized credentials, or individuals who have the qualifications, experience, and demonstrated ability to perform the requested services, are eligible to apply.

In addition, all respondents are responsible for being knowledgeable of regulations of the specific funding sources involved and applying them in developing the RFQ/RFP response.

SERVICES SOLICITED IN THIS RFQ/RFP

Services solicited in this RFQ/RFP for Child Care Quality in order to enhance the skills and knowledge of child care providers, directors, and employees to assist in the improvement of quality child care services, including activities that support Texas Rising Star Certification by providing:

- 1.) Professional Training Services;
- 2.) Professional Development; **and/or**
- 3.) Other Innovative Activities.

1. Professional Training Services

Trainings shall be conducted in workshop style settings with a maximum capacity of 50 participants per session that ranges in duration from a minimum of 2 hours to a maximum of 6 hours. The specific number of participants will be determined at the time of scheduled workshop.

Respondents for Professional Training Services must demonstrate practical experience and technical competence in providing early childhood training that is age appropriate and relevant and all trainings must be delivered by a trainer who meets one or more of the following requirements:

- Registered on the Texas Trainer Registry (online at <https://tecpds.org/TrainerRegistry/TexasTrainerRegistry.aspx>)
- An instructor at a high school, college or university who teaches early childhood development or another relevant course
- Works for a state agency with relevant expertise (such as Child Care Licensing, Department of Agriculture, Department of State Health Services)
- A physician, licensed psychologist, licensed professional counselor, licensed social worker, or registered nurse
- Holds a generally recognized credential or possesses documented knowledge relevant to the training the person will provide (such as an individual who has a current Child Care Professional credential, a firefighter who offers training on fire safety, a county health employee who offers training on immunizations)
- A director or primary caregiver of a registered or licensed child-care home in good standing with the Texas Department of Family and Protective Services and who:
 - a. has demonstrated core knowledge in child development and care giving; and
 - b. is only providing training at the center or home in which the director or primary caregiver and the persons receiving training are employed
- Has at least two years of experience working in a child development program and
 - a. has a current Child Development Associate (CDA); or
 - b. has at least an associate's degree in child development, early childhood education, or a related field.

The requested training topics should align with the core competencies for Early Childhood Professionals identified by the Texas Early Childhood Professional Development System listed below (detailed list at <https://tecpds.org/corecompetencies.aspx>) and meet child care licensing requirements for training credit:

- Child Growth and Development
- Responsive Interactions and Guidance
- Learning Environments, Planning Framework, Curriculum, and Standards
- Supporting Skill Development
- Observation and Assessment
- Diversity and Dual Language Learners
- Family and Community Relationships
- Health, Safety and Nutrition
- Professionalism and Ethics
- Establishing and Maintaining an Effective Organization
- Human Resource Leadership and Development
- Maintaining a Healthy and Safe Environment
- Implementing a Developmentally Appropriate Curriculum and Environment
- Instituting Family and Community-Centered Programming

Respondents may suggest additional topics, **but may propose only up to three trainings for consideration.**

Trainings will be provided on an as need basis and will vary between the hours of 8:00am and 5:00pm on Saturdays and may occur weekdays between 6:30pm and 9:30pm. Dates, times and locations will be provided to selected respondents as training is determined, and availability and acceptance of each proposed training topic.

All trainers will be responsible for any materials and equipment necessary to successfully deliver each specific training topic selected. In addition, trainers must provide sign-in sheets and completed evaluation

forms for each training session provided as supporting documentation with an invoice for reimbursement. WFSDallas may also request additional documentation to support successful completion of training.

Trainers will be paid an all-inclusive hourly rate of \$150 per training hour on a cost reimbursement basis. No other expenses will be paid.

2. Professional Development

Professional development activity shall be a more comprehensive program facilitated by a certified instructor/trainer in a classroom setting providing education and training through a series, practicum or module type program. This instruction should lead to a recognized credential with a systematic approach proven to enhance quality care. The CCDF must be spent for any non-direct care quality improvement activities permitted by the activities described in 40 TAC § 809.16(a)(1)-(3) and WD Letter 12-13, Change 1, and Attachment 1; and subsequent issuances.

Respondents for Professional Development must include comprehensive training services and activities that demonstrate practical experience and technical competence in providing early childhood training that is age appropriate and relevant through a series, practicum and/or module type program facilitated by a certified instructor/trainer. In addition, the respondent must have expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFQ/RFP and meet high standards of public service and fiduciary responsibility. These training services are not held to the hourly rate of \$150 per training hour.

The requested areas include but not limited to Infant/Toddler inclusion services, Child Development Associates (CDA), Degrees or Certificates in Child Development/Early Childhood Education, Conscious Discipline, Business and Operations Management, Health and Safety (CPR/First Aid), etc.

An explanation of each proposed comprehensive program, method, number of participants and a completion timeline must be provided. The cost of operations, supplies and materials, and training costs necessary for the proposed training should be included and within the maximum award allowed. All costs must be reasonable, necessary and allocable. This will be a cost reimbursement contract. Selected proposal(s) for professional development are anticipated to begin September 1, 2015 through September 30, 2016.

3. Other Innovative Activities

Other innovative activities to assist child care providers to improve quality, including activities that support Texas Rising Star Certification may be proposed in accordance to the Child Care Development Funds (CCDF) regulations at 45 CFR §98.51, activities described in 40 TAC § 809.16(a)(1)-(3) and WD Letter 12-13, Change 1, and Attachment 1; subsequent issuances and other TWC guidance.

Respondents for Other Innovative Activities must include activities that demonstrate practical experience and technical competence in providing the proposed activities to improve quality and support Texas Rising Star Certification. In addition, the respondent must have expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFQ/RFP and meet high standards of public service and fiduciary responsibility. These training services are not held to the hourly rate of \$150 per training hour.

An explanation of each proposed activity, method, number of participants and a completion timeline must be provided. The cost of operations, supplies and materials, and training costs necessary for the proposed activities should be included and within the maximum award allowed. All costs must be reasonable,

necessary and allocable. This will be a cost reimbursement contract. Selected proposal(s) for other innovative activities are anticipated to begin September 1, 2015 through September 30, 2016.

ADMINISTRATION OF THIS RFQ/ RFP

The RFQ/RFP is issued **at 1:00 p.m., Thursday, July 9, 2015** and available at the WFSDallas offices at Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201 during the normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.) and to download from the WFSDallas website: <http://www.wfsdallas.com/doing-business-wfs-dallas> If you are unable to download the RFQ/RFP, please contact: procurement@wfsdallas.com or (214) 290-1000.

The package contains all the necessary information and forms to respond to this RFQ/RFP. A response to this RFQ/RFP should include one (1) complete original proposal for services with signatures and seven (7) exact copies. Proposals must be typed, 12-font, and submitted on materials in accordance with instructions in this RFQ/RFP. Proposals for services must be officially received by WFSDallas staff at Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201, **no later than 5:00 p.m. C.D.T. on Thursday, August 6, 2015.** The information requested may be mailed or hand delivered. **Any proposals delivered/received or post marked after the deadline will not be considered, but will be deemed late and non-responsive to this RFQ/RFP procurement process. No fax or emailed proposal will be accepted.** Responses must be addressed/externally labeled as follows:

Child Care Quality RFQ/RFP

Attn: Procurement

Dallas County Local Workforce Development Board, Inc.

Ross Tower, 500 N. Akard Street, Suite 3030

Dallas, Texas 75201

BIDDERS' CONFERENCE

There will be no Bidders' Conference to respond to questions about the RFQ/RFP; however, respondents may e-mail any questions to procurement@wfsdallas.com prior to **8 a.m. on Monday, July 20, 2015.** A formal question/answer, clarifications or amendments will be posted at: <http://www.wfsdallas.com/doing-business-wfs-dallas> on July 22nd.

SELECTION AWARDS

Professional Training Services (Vendor's List)

Selected professional trainers will be placed on a vendor's list for availability of training services. Trainers will remain on the list until removed for lack of availability of funding and satisfactory performance in accordance with Texas Workforce Commission and WFSDallas requirements. Trainers will be assigned on an as need basis to provide training services at designated venues.

Professional Development and/or Other Innovative Activities (Cost Reimbursement Contract)

Contracts as a result of the professional development proposals will be cost reimbursement unless a different type of contract is determined by the WFSDallas to be more advantageous. All contracts and extension of contracts shall be contingent upon availability of funding and satisfactory performance.

Other Innovative Activities (Cost Reimbursement Contract)

Contracts as a result of the other innovative activities' proposals will be cost reimbursement unless a different type of contract is determined by the WFSDallas to be more advantageous. All contracts and extension of contracts shall be contingent upon availability of funding and satisfactory performance.

Services Period

The anticipated vendor agreement/contract period is for September 1, 2015 through September 30, 2016 and maybe extended. Professional Training Services, Professional Development, and/or Other Innovative Activities may be extended by action of the Board for up to four (4) additional years depending upon performance and availability of resources.

GOVERNING PROVISIONS AND LIMITATIONS

- A. The main purpose of this RFQ/RFP is to ensure uniform information in the solicitation of proposals and procurement of Child Care Quality (Professional Training Services, Professional Development and/or Other Innovative Activities). A response to this RFQ/RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the WFSDallas 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 WFSDallas.
- B. WFSDallas reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFQ/RFP in part or its entirety.
- C. WFSDallas reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
- D. WFSDallas reserves the right to negotiate the final terms of any and all contracts or agreements for placement on the vendors' list with respondents selected and any such terms negotiated as a result of this RFQ/RFP may be renegotiated and/or amended in order to successfully meet the needs of the Board's local plan and impose additional requirements and refinements in the terms and conditions, proposal for training services, performance measures, and funding amounts during the course of any contract.
- E. All Board Directors, officers, and staff, or any agents of the Board are precluded from entertaining questions concerning the proposal or this procurement process outside the confines of the formal Questions and Answers process. Potential respondents, respondents 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 respondent who submits a proposal under this RFQ/RFP may have any contact outside of the formal review process with any employee of WFSDallas, or any member of the Board of Directors for purposes of discussing or lobbying on behalf of respondent's proposal. This contact includes written correspondence, telephone calls, personal meetings, e-mail messages, or other kinds of personal contact. WFSDallas will reject proposals of those respondents who violate this condition.
- F. WFSDallas 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 respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- G. WFSDallas 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 respondent's ability to perform as stated in the proposal(s) may result in cancellation of any contract or agreement for services on the vendors' list that is awarded.

- H. WFSDallas 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.
- I. **Respondents 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.**
- J. **No Board Director, officer, or employee, or any agent of the Board shall participate in the selection, award or administration of a contract or agreement supported by Board funds if a conflict of interest, real or apparent, would be involved.**
- K. **Respondents shall not engage in any activity, which will restrict or eliminate competition.** Violation of this provision may cause a respondent to be disqualified. This does not preclude joint ventures or subcontracts.
- L. All proposals submitted must be an original work product of the respondent. The copying, paraphrasing or otherwise using of substantial portions of the work product of others and submitted hereunder as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be disqualified and rejected.
- M. The contents of a successful proposal may become a contractual obligation and be incorporated by reference if a contract or agreement is awarded. Respondents must intend to fulfill all of the representations made in this proposal. Failure of the respondent to accept this obligation may result in cancellation of the award. **No plea of error or mistake shall be available to successful respondent(s) as a basis for release of proposed services at stated price/cost.** Any damages accruing to the Board as a result of the respondent's failure to contract may be recovered from the respondent.
- N. A contract with the selected provider may be withheld, at the WFSDallas sole discretion. If issues of contract or regulatory compliance, or questioned/disallowed costs exist, a contract may withhold until such issues are satisfactorily resolved. Award of contract may be withdrawn if resolution is not satisfactory to the WFSDallas.
- O. 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.
- P. As applicable, the selected provider must comply with the Sarbanes Oxley Act.
- Q. WFSDallas 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 RFQ/RFP.

- R. Selected vendor must comply with Texas Government Code §2264 and WD Letter 07-08 and applicable changes in reference to public subsidies provided to employers.
- S. All contractors shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 by: maintaining fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state, and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

SELECTION PROCESS

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

- A. A consideration in selecting vendors or organizations to deliver services shall be the demonstrated performance of the vendor or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for past performance. Other performance with this Board will be considered in evaluation for proposals received in response to this RFQ/RFP.
- B. Funds provided under this RFQ/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 qualified staff using the general criteria specified in "EVALUATION CRITERIA/POINT VALUE" below. The proposal review process will also include review, approval to negotiate and selection for award of contract or vendor services 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 child care quality services.
 - Documentation of compliance with procurement standards established by the TWC presented in Chapter 14 of the Financial Manual for Grants and Contract, 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, provider integrity and business ethics; fiscal accountability; financial, technical resources, established management and monitoring systems and the ability to meet requirements of this RFQ/RFP, the laws and regulations of the specific funding source(s), and the Board's Annual Plans.
- 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 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 for a period of three (3) years after acceptance of the Board closeout by TWC. In the event the contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the Board.
- H. The successful contractor or vendor may 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 or coordinate data entry with existing workforce contractor. Contractors or vendors are recommended to post any job openings with Work In Texas.
- I. The successful vendor may be assisted with various equipment items to facilitate services at various vendors as noted this RFQ/RFP. The successful contractor may be provided with a complete inventory upon execution of contract and will assume complete responsibility for updating and maintaining during the contract period.

EVALUATION PROCESS

Responsive proposals submitted by the deadline are evaluated using the objective criteria below. WFSDallas assigns professional staff or qualified outside evaluators to read and evaluate each proposal. 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. All references are validated and scores included in the evaluation process. In selecting proposals for award of contract or agreement for vendor services, WFSDallas 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 WFSDallas and its constituents.

EVALUATION CRITERIA/POINT VALUE

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

Organizational Capacity/Qualifications	30
<u>Professional Training Services</u> - Respondent for trainers must meet one or more of the qualifications specified in the Professional Training Services section of the RFQ/RFP.	
<u>Professional Development</u> - Respondents for Professional Development and/or Innovative Activities must demonstrate the ability to ensure sufficient staffing and technology to successfully deliver the services in this RFQ/RFP.	
<u>Other Innovative Activities</u> - Respondents for Other Innovative Activities must demonstrate the ability to ensure sufficient staffing and technology to successfully deliver the services in this RFQ/RFP.	
Demonstrated Experience/References	30
Specific experience within the last 5 years that applies specifically to the proposed training or activity that demonstrates practical experience and technical competence.	

Quality of Training	25
The quality of the curriculum and/or activity that will be used to train targeted customers, length of training and/or activity and desired outcomes, etc. in accordance with Attachment B.	
Cost	15
Cost reasonable, necessary, allocable, and allowable. All proposed costs are significant competitive variables in this procurement.	
TOTAL POSSIBLE POINTS	100

PROPOSER INQUIRY AND APPEAL PROCESS

The Dallas County Local Workforce Development Board, Inc. dba Workforce Solutions Greater Dallas is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. "The Commission shall accept no protest or dispute appeal until all administrative remedies at the contractor level have been exhausted." These issues include, but not limited to, protests, disputes, and claims." Matters concerning violation of law shall be referred to such authority as may have proper jurisdiction. (TWC Financial Manual for Grants and Contracts, Chapter 14, Procurement)

Respondents not selected by this process may appeal the decision by submitting, within 10 days of the Board notification of the procurement decision, a written request for debriefing. A copy of the complete appeal process will be provided upon request. The Request for Debriefing should be sent registered mail or hand delivered (a receipt will be issued), clearly identified externally as "Dated Material" and addressed to: **Laurie Bouillion Larrea, President, Workforce Solutions Greater Dallas, Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, TX 75201.**

RESPONSE CHECKLIST AND ORDER OF SUBMISSION

The proposal must be submitted in order as Attachments:

- A. Proposal Cover Sheet
- B. Proposal for Child Care Quality RFQ/RFP
- C. Proposed Cost Reimbursement Budget (Professional Development and/or Other Innovative Activities)
- D. Proposed Salary Allocation Plan Form (Professional Development and/or Other Innovative Activities)
- E. Administrative Management Survey (Professional Development and/or Other Innovative Activities)
- F. Fiscal Management System Survey (Professional Development and/or Other Innovative Activities)
- G. Certification of Bidder
- H. Certificate Regarding Debarment
- I. Certificate Regarding Drug-Free Workplace Budget Back-Up
- J. Certificate Regarding Lobbying
- K. Certificate Regarding Conflict of Interest
- L. Texas Corporate Franchise Tax Certification

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

- M. Non-Discrimination Statement/Policy (Please attach this information as Attachment M)

ASSURANCES AND CERTIFICATIONS

This Part of the RFQ/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 RFQ/RFP must include the statement of concurrence (Certification of Bidder), which states that the Bidder has read this section of the

RFQ/RFP and is prepared to sign a contract, should the proposal be selected for funding, which includes these assurances and certifications:

SECTION 1. Compliance with Law/Order of Precedence

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

SECTION 2. Child Labor Laws

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

SECTION 3. Health and Safety Standards at Work/Training Facility

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

SECTION 4. Grievances and Complaints

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

SECTION 5. Equal Opportunity Compliance

- A. Contractor assures and guarantees that it will comply fully with the nondiscrimination and equal opportunity provisions, including Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Non-traditional Employment for Women Act of 1991, as amended; and applicable provisions of the Clean Air Act and the Federal Water Pollutions Control Act, as amended.
- B. Contractor covenants to make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.
- C. Contractor assures that it will not deny services under any grant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his/her participation in any Workforce Investment Act Title I financially assisted program and/or activity, as defined under 29 CFR 37.

SECTION 6. Political Activities; Lobbying Prohibited

A. Political Activities Prohibited

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

B. Political Restrictions on Customers

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

C. Political Restrictions on Employees

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

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

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

D. Restrictions on Lobbying

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

SECTION 7. Non-Labor Involvement

A. Union Activities

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

4. An opportunity to comment on proposed training will be afforded to any labor organization representative as outlined in Section 143.C.2. of the Act.
- B. Labor Disputes Involving Work Stoppage
1. No customer may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, job seekers in affected positions must: (1) be relocated to positions not affected by the dispute, (2) be suspended through administrative leave, and (3) where customers belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. Contractor shall make every effort to relocate customers who wish to remain working, into suitable positions unaffected by the work stoppage.
 2. No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of customers in on-the-job training during the periods of work stoppage.

SECTION 8. Sectarian Involvement Prohibited

- A. Contractor shall ensure that no funds under this Contract are used, either directly or indirectly in the support of any religious activity, worship, or instruction.
- B. No customer shall be engaged in the construction, operation or maintenance of that part of any facility, which is used or will be used for religious instruction or as a place of religious worship.
- C. Places of religious worship such as a church or a chapel shall not be used as work sites for customers.

SECTION 9. Prevention of Fraud and Abuse

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

SECTION 10. Confidentiality of Records

Contractor shall maintain the confidentiality of any information, regarding program customers and the immediate family of any customer, that identifies or may be used to identify them and which may be

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

SECTION 11. Nepotism

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

SECTION 12. Conflicts of Interests

A. Standards of Conduct for Public and Non-Profit Contractors -- By signature of this Contract, Contractor hereby covenants and affirms that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration:

1. General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditures of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. No member of the Board shall cast a vote on the provision of services by that member (or any organization which that member represents, or their affiliate) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.
2. Conducting Business Involving Relatives - No relative by blood, adoption, or marriage or any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. Contractor shall also avoid entering into any Contracts for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain approval from the Board before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
3. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of

an executive or employee of the Contractor, a permanent record of the transaction will be retained.

4. Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Contract funds will be used solely for purposes allowed under the Contract.
5. No officer, manager, or paid consultant of Contractor is, or is married to, a Director of the Board or a manager of the Board.
6. No Director of the Board or manager of the Board directly owns, controls, or has any interest in Contractor.
7. No Director of the Board or employee of the Board receives compensation from Contractor for lobbying activities as defined in Chapter 305 of the Texas Government code.
8. Contractor has disclosed on the face of this contract any interest, fact or circumstance, which does or may present a potential conflict of interest.
9. Should Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to this Contract and shall immediately refund to the Board any fees or expenses that may have been paid under this Contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to this Contract.
10. Contractor shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802.

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

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

SECTION 13. Notices/Communication

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

SECTION 14. Charging of Fees

Contractor shall not:

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

SECTION 15. Program Participation

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

SECTION 16. Use of Funds/Maintenance of Effort

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

SECTION 17. Responsible Contractor

- A. Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this Contract exactly as specified. Additionally the Contractor assures the Board that its performance under the terms and conditions of this Contract will be in accordance with highest integrity and business ethics. If the Board determines at its sole discretion that the Contractor is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of this Contract, it shall terminate this Contract.
- B. The Board, in its sole discretion, may deem the Contractor a "high risk" if there is serious question or issue regarding the Contractor's administrative, financial or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: (1) has a history of unsatisfactory performance, or (2) is not financially stable, or (3) has a management system which does not meet management standards as determined by the Board, or (4) has not conformed to terms and conditions of previous awards, or (5) is otherwise not responsible as determined by the

Board. In such event, the Board may establish and impose upon Contractor any special conditions and/or restrictions, it deems in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the "high risk" status is removed by the Board.

SECTION 18. Minimum Wages for Customers

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

SECTION 19. Federal/State Obligations

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

SECTION 20. Accessibility of Records

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

SECTION 21. Drug-Free Workplace Rule

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

- A. Contractor shall publish a statement notifying employees and customers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.
- B. Contractor shall establish a drug-free awareness program to inform employees and customers of the dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs, and penalties which may be imposed for drug abuse violation.
- C. Contractor shall give a copy of the policy statement to each of Contractor's employees and customers engaged in the performance of activities under this Contract.
- D. Contractor shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Contract, the employee 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 require participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. Contractor further assures that it will notify the Board; in writing, within five (5) calendar days, of any criminal drug statute violation by a Contractor employee or customer.

SECTION 22. Economic Development and Relocation Activities

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

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

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

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

SECTION 24. Integrity of the Texas Workforce System

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

SECTION 25. Use of Funds/Buy American Act

In spending funds under this Contract, Contractor agrees to comply with the Buy American Act.