

WORKFORCE SOLUTIONS

GREATER DALLAS

A proud partner of the American Job Center network

Request for Proposals

Management of Child Care Services

ISSUED DATE: APRIL 4, 2024, 1:00 P.M., CDT

BIDDERS' CONFERENCE: April 18, 2024, 1:00 P.M., CDT

RESPONSE DEADLINE: MAY 2, 2024, 12:00 P.M., CDT

Issued By

Dallas County Local Workforce Development Board
500 N. Akard Street, Suite 3030,
Dallas, Texas 75201
www.wfsdallas.com

On-line Bidders' Q&A and RFP Forms at:

<https://www.wfsdallas.com/doing-business>

Workforce Solutions Greater Dallas is an equal opportunity employer/program and proud partner of the American Job Center Network. Auxiliary aids are available upon request, for persons with disabilities. TTY:214-745-1054. Funding received by the TWC and through the US Department of Health and Human Services. 100% of paid costs would be from Federal Funds. It is not anticipated that non-governmental funds will be involved. *This RFP solicitation is conducted to comply with federal procurement procedures. It contains the necessary background, requirements, instructions, and information for responding to this RFP.*

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INTRODUCTION AND BACKGROUND. Workforce Solutions Greater Dallas (WFSDallas) is a private, non-profit corporation and quasi-governmental organization that administers the workforce system in Dallas County. WFSDallas is issuing procurement for Management of Child Care Services. WFSDallas administers contracts and activities with a budget of approximately \$180M annually. WFSDallas is a tax-exempt organization. Please see our WFSDallas website (www.wfsdallas.com) to learn more about workforce system, our governance and Board of Directors, and other pertinent information.

This RFP solicitation is conducted to comply with federal procurement procedures. It contains the necessary background, requirements, instructions, and information for responding to this RFP.

CHILD CARE SERVICES. The Child Care Services (CCS) system provides child care scholarships to eligible families by linking quality early learning programs with direct child care services to enable parents to search for work, go to work, or attend training/education activities. CCS services also includes oversight and evaluation of quality initiatives to enhance quality. The administrator of CCS funds will provide comprehensive services to customers, providers and the community ensuring integrity through sound financial management and automation and technology systems to exceed program outcomes. Workforce Solutions Greater Dallas (WFSDallas) expectation is that the management and operation of child care services will be conducted in a manner that is in the best interest of the customer.

The CCS system will be dedicated to the maximization of state funding and other resources through effective partnerships within the community. The system will also improve the quality, accessibility, availability, and affordability of child care in Dallas County.

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

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” or “Selected Contractor” shall refer to entities awarded and entering a formal contract with the Dallas County Local Workforce Development Board, Inc., d.b.a. Workforce Solutions Greater Dallas (WFSDallas).

1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFP) - The Dallas County Local Workforce Development Board, Inc. d.b.a. Workforce Solutions Greater Dallas (WFSDallas), is seeking proposals from qualified organizations to manage and operate Child Care Services (CCS) for Dallas County, in accordance with both the Child Care and Development Fund and Texas Workforce Commission rules and regulations, and local policies.

This Request for Proposals (RFP) provides a uniform method for the procurement of these management services for full and open competition. It contains the necessary background, requirements, instructions, and information for responding to this RFP. **This procurement is conducted in accordance with the standards in UG, UGMS, and the Texas Workforce Commission’s Financial Manual for Grants and Contracts.** Services solicited under this RFP shall be procured under the competitive negotiation method of procurement.

1.2 ACTIVITIES AND SERVICES SOLICITED IN THIS RFP - Services solicited in this RFP include full administration and management of the CCS program for Dallas County residents. The Contractor will provide a centralized mechanism for purchasing child care services for eligible children. The Contractor will assist low-income families and current or former recipients of government assistance, to gain employment and become self-sufficient. Parents will be able to choose child care providers that meet their specific needs for services. With limited exceptions, eligible families must meet income guidelines, pay for a portion of the child care services received, and be working, searching for work, or attending training/education activities in preparation for work.

PROGRAM ELEMENTS FOR SERVICE AND SYSTEM DESIGN - To successfully implement the CCS Contract, the CCS Contractor must be able to incorporate the following key elements into their operational plan/program design:

Integrated Functions Across the System - Functional integration of the program, wherever possible that maximizes staff and provides the customer with a seamless delivery of services, requires: integration of the program within the WFSDallas workforce solutions offices, strategic cross-training of CCS personnel, as well as workforce solutions office personnel, adequate staffing levels to maintain a fluctuating customer level, strong customer flow strategies to be successful, and responsive management system that meets the customer needs while maintaining performance excellence. The CCS Contractor will be required to locate staff at each of the workforce solutions locations.

System Management - The CCS Contractor will manage and operate the system of child care services provided to eligible families to enable them to work or attend training/education activities. The CCS Contractor will provide services to parents which include, but are not limited to, providing information about the eligibility and enrollment process, parental responsibilities to maintain services, wait list process, parent share of cost, and information about the types of child care available, to include information about quality child care indicators and the Texas Rising Star certification program. The CCS Contractor will be responsible for maintaining customer files utilizing the State's data and information system and Board approved formats for electronic filing.

The CCS Contractor will also act as a referral agency to child care providers, coordinating enrollment, attendance, payment for care and enhancement of quality child care services. The CCS Contractor will outreach and recruit child care providers to enter into Child Care Services Agreements, provide technical assistance, training, and professional development services, and provide TRS mentoring as required by regulation, rule, and Board policy. The Contractor will provide orientation and technical assistance, share information about requirements to become a provider, and advise providers on the requirements to collect parent share of cost, use of the Child Care Attendance Automation System, and inform providers of changes in regulations, rules and Board policy that impacts them. The Contractor will be responsible for developing and maintaining a process for the recovery of improper payments.

The CCS Contractor must have a sound financial management and accountability systems in place to demonstrate the utmost integrity to manage and operate the Child Care Services System. The CCS Contractor will be responsible for funds management, including but not limited to planning, procurement, budgeting, and forecasting allocated funds as well as any additional funding awarded.

WFSDallas' expectation of this management is that it will be conducted in a manner that is in the best interest of the customer. The proposed CCS system will be one that is dedicated to the maximization of resources with effective partnerships within the community.

The selected CCS Contractor will have a thorough knowledge of programs and performance requirements. There will be internal management procedures for maintaining program requirements and program performance measures. The Contractor must closely coordinate with WFSDallas in the successful attainment of state performance goals while maintaining the highest quality of services possible to the customers of our Child Care Services System.

The CCS Contractor will be a partner who will work energetically and cooperatively with WFSDallas staff to continuously improve the quality of the CCS system.

The selected CCS Contractor shall adhere to the Texas Cybersecurity Framework as mandated by TWC, and as in accordance with 1 TAC, Chapter, 202, the Texas Cybersecurity Framework.

Lastly, the selected CCS Contractor must fully comply with all applicable federal, state, and local laws, rules, regulations, and policies.

Maximize Resources: Partnership, Coordination, and Accountability - In an environment of limited funding and increased demand for services, it is critical to maximize resources including pursuing local match partnerships and philanthropic contributions, increased coordination with community service providers, increased collaborations with area

businesses, and enhanced accountability of the CCS system for overall performance. WFSDallas is not seeking mere compliance, but excellence in all processes through maximizing resources and community partnerships.

The CCS Contractor will be required to coordinate and collaborate with the workforce solutions offices contractor; Texas Department of Family and Protective Services (DFPS), the Texas Health and Human Services (HHSC), the Attorney General's office, local school districts, community colleges, universities, Head Start grantees, and other community based/faith-based organizations.

1.3 ACTIVITIES AND SERVICES NOT SOLICITED IN THIS RFP - Planning, budgeting, general administration, coordination and oversight of programs, policy, and contracts.

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.

Dates	Activity
Sunday, March 31, 2024	Notice published in Dallas Morning News
Thursday, April 4, 2024, 1:00 p.m., CDT	Issuance of RFP
Wednesday, April 17, 2024, 12 noon, CDT	Deadline for Bidders' Questions
Thursday, April 18, 2024, 1:00 p.m., CDT	Bidders' Conference Call
Friday, April 19, 2024, COB, CDT	Questions/Answers posted on https://www.wfsdallas.com/doing-business
Thursday, May 2, 2024, 12:00 p.m., CDT	Proposal Deadline
Wednesday, May 15, 2024	Board Action
October 1, 2024	Anticipated Contract Start Pending Successful Negotiations

PART 2.0 REQUEST FOR PROPOSAL COMPONENTS

2.1 ADMINISTRATION OF THIS REQUEST FOR PROPOSAL (RFP)

A. Issuance - **This RFP is issued at 1:00 p.m., CDT, Thursday, April 4, 2024**, and available to download from the Board's website: <https://www.wfsdallas.com/doing-business>. If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214) 290-1000.

B. Response Deadline - The proposal must be officially received by the staff at procurement@wfsdallas.com; **no later than 12:00 p.m. CDT on Thursday, May 2, 2024. Any proposals or amendments received after May 2, 2024, 12:00 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. See table above dates and details.** Proposals must be typed in 12 font and received in accordance with Part 4.0 of this RFP. WFSDallas is not responsible for any technology issues. No faxed proposal will be accepted.

2.2 BIDDERS' CONFERENCE VIA ZOOM

All prospective bidders are encouraged to participate in the **Bidders' Conference that will be held on Thursday, April 18,**

2024, from 1:00 p.m. – 2:00 p.m. CDT via Zoom. You may register for this conference at:

https://us02web.zoom.us/webinar/register/WN_mwJvhzbTSomMc8Zz74Ohfw

See table above for upcoming deadlines. Questions may be posed during the call with all questions and responses posted at <https://www.wfsdallas.com/doing-business>. This conference and Q & A offer prospective 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. Prospective bidders are asked to respect these conditions by not making personal requests for assistance, except at the Bidders' Conference.*

2.3 CONTRACT AWARDS

A. Contract Type - Contracts executed as a result of this RFP process will be cost reimbursement unless a different type of contract is determined by WFSDallas 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 received. Final contracts will also be subject to any changes in the legislation, regulations or policies promulgated by the funding sources. WFSDallas reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of work, performance standards, and shortening or extending the contract period, as it deems necessary in the interest of the WFSDallas and its programs, pending availability of funds.

B. Contract Period - The anticipated contract period is from October 1, 2024, through September 30, 2025. Proposer may anticipate transition services beginning September 1, 2024. The contract may be extended for one or more years on an annual basis. WFSDallas may extend the contract for up to three 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 for child care services for each year ending September 30th. Offers to extend contracts are at the sole discretion of WFSDallas, based on satisfactory performance, compliance with contractual obligations, and other factors as determined by WFSDallas. WFSDallas reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

C. Additional Funding - WFSDallas reserves the right to expand the contract to include other child care funding, government grants, private donations and/or coordination with other government entities as additional funds become available.

D. Method of Procurement - The services solicited under this RFP shall be procured under the competitive negotiation method of procurement, via the process described in the TWC Financial Manual for Grants and Contracts (FMGC). The Board's 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 the child care services system including the management and operations of quality activities and community resource education.

2.4 ELIGIBLE/COMPETENCY PROPOSERS - 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 compete for a contract. Partnerships or consortia may respond; however, collaborations submitting proposals must identify a lead entity that will serve as the prime contractor responsible for management, coordination of services, operations, legal obligations, and all reporting requirements; and a fiscal agent for contracting financial management and accountability. Assumption of overall liability must be identified. 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 it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Outstanding Matters – proposers must disclose and rectify any and all outstanding monitoring and/or audit concerns from any of its other contracts prior to receiving a contract resulting from this RFP. Additionally, proposers must disclose any legal judgments, claims, arbitration proceedings, lawsuits, or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals.

Bidder Competency -- Bidders must have the technical competence, expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFP and meet high standards of public service and fiduciary responsibility. Bidders are responsible for being knowledgeable of regulations of the specific funding sources involved and applying them in developing the RFP response. The Child Care and Development rules may be accessed at: <http://www.twc.state.tx.us/programs/child-care-services-program-overview>. Copies of other pertinent legislation may be found through the Texas Workforce Commission at <http://www.twc.state.tx.us>.

Resources for child care providers
Child Care providers information https://www.twc.texas.gov/programs/child-care/for-providers
Child care licensing, regulations, and programs https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing
Texas Workforce Commission WD Letters https://twc.texas.gov/agency/laws-rules-policy/workforce-policy-and-guidance
Child Care Guide https://www.twc.texas.gov/partners/workforce-program-guides#childCare
Child Care Information for Parents https://www.twc.texas.gov/programs/child-care/for-parents

The Contractor selected will be required to assume full responsibility for all activities and services included in the contract. The WFSDallas will provide training on necessary documents and procedures to any contractor selected via this RFP. All bidders should include sufficient costs in their budgets to cover any anticipated training needs and technology requirements.

Responsible Contractor -- Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this contract exactly as specified. Additionally, the Contractor assures WFSDallas that its performance under the terms and conditions of this contract will be in accordance with highest integrity and business ethics. If the WFSDallas 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 may terminate this contract.

High Risk Contractor -- The WFSDallas, in its sole discretion, may deem the Contractor a "high risk" if there is serious question or issue regarding the Contractor's administrative, financial, or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: (1) has committed a sanctionable act pursuant to 40 TAC, Chapter 802, Subchapter G; or (2) has a history of unsatisfactory performance, or (3) is not financially stable, or (4) has a management system which does not meet management standards as determined by the WFSDallas 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 WFSDallas. In such event, the WFSDallas 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 WFSDallas.

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 the Management of Child Care Services System in Dallas County**. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Dallas County Local Workforce Development Board, Inc. to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.
- B. The Board reserves the right to accept or reject any or all proposals received, cancel and/or reissue this RFP in part or its entirety.
- C. **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.
- D. 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 secrets, 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, the 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 correct any error(s) and/or make changes to this solicitation as it deems necessary.

- F. The Board reserves the right to negotiate the final terms 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 Board's local plan and impose additional requirements and refinements in the terms and conditions, scope of work, performance measures, and funding amounts during the course of any contract.
- G. All Board Directors, officers, and staff of the Board are precluded from entertaining questions concerning the proposal or this procurement process outside the confines of the Bidders' Conference. Potential bidders, bidders and contractors are asked to respect these conditions by not making personal requests for assistance. No employee, member of a Board of Directors or other governing body, or representative of a bidder who submits a proposal under this RFP may have any contact outside of the formal review process with any employee of WFSDallas, or any member of the Board of Directors for purposes of discussing or lobbying on behalf of bidder's proposal. This contact includes written correspondence, telephone calls, personal meetings, email messages, or other kinds of personal contact. WFSDallas will reject proposals of those bidders who violate this condition.
- H. The Board reserves the right to contact any individual, agency employer, or grantees listed in a proposal, and to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from all bidders.
- I. The Board or its designee will conduct a review of the records, systems, procedures, etc. of any entity selected for funding. This may occur prior to, or after, 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.
- J. 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.
- K. **Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee of the Board, for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.**
- L. **No Board Director, officer, or employee 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.**
- M. **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.
- N. 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 the representations made in this proposal. Failure of the bidder to accept this obligation may result in the cancellation of the award. **No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost.** Any damages accruing to the Board as a result of the bidder's failure to contract may be recovered from the bidder.
- O. A contract/agreement 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. All contractors/vendors shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 by: maintaining fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state, and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

2.6 SELECTION PROCESS

Selection 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 providers 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 of proposals received in response to this RFP.
- B. Funds provided under this RFP **shall not be used to duplicate facilities or services available** in the area (with or without reimbursement) from the Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area's performance goals.
- C. The proposal review process will include evaluation, rating, and ranking of proposals by a team of qualified evaluators selected by WFSDallas using the general criteria specified in Part 2.8 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 shall be made on a competitive basis to the extent practicable, and shall include:
 - Determination of the contractor's ability to provide services established by the Board.
 - Documentation of compliance with procurement standards established by the TWC presented in chapter 14 of the Financial Manual for Grants and Contract (FMGC), including the reasons for selection.
- E. Award 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'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 five (5) 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 identified records to the Board.
- H. The successful contractor agrees to use State data and information systems, or any subsequently developed and required 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.
- I. The successful 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.
- J. We will make an effort to utilize small, minority and female-owned or operated businesses, as vendors, and to allow such organizations maximum feasible opportunity to compete for award.
- K. 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.
- L. No contract/purchase agreement may be awarded until the bidder has complied with Executive Order 12549, 29CFR, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the Vendor, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- M. Bidders shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board, for the purpose of or having an influencing effect toward their own proposal or any other proposal submitted hereunder.
- N. Bidders shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.
- O. Prior to award of any contract/purchase agreement, a Bidder must sign a "Certification Regarding Conflict of Interest" stating adherence to the Board policy regarding free and open competition and conflicts of interest.
- P. Contents of a successful bid can become a contractual obligation if selected for funding. Failure of the bidder to accept these obligations can result in cancellation of the award for contract/purchase agreement. The Board reserves the right to withdraw or reduce the amount of an award if there is misrepresentation of the bidder's ability to perform as stated in the bid.
- Q. The Board reserves the right to deem a proposal non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.

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 WFSDallas for responsiveness and compliance with the technical specifications and requirements contained in the RFP.
- 2) All responsive proposals will be reviewed and scored. The Board selects a team of qualified 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 the 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 a 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. Proposals must achieve an overall score of at least 70 points to be considered for selection and contract award. 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.

- **Demonstrated Performance including Organizational Capacity/Qualifications** **25**
Bidder must demonstrate experience in delivering the same or equivalent services that reflects a proven track record of success, indicating performance outcomes, budget vs. actual expenditure rates, and accountability to manage multiple funding streams.
- **Operational Plan/Delivery of Service Design** **30**
Utilizing the information described in Part 3.0, the bidder will describe management and operation of child care services to Dallas County customers, while demonstrating a thorough understanding of the child care rules for each targeted component. Key areas of consideration include efficiency of design of delivery of services including processes and resources for customer and provider services, community coordination and collaboration, maintenance of information and proposed transition plan.
- **Financial Management** **30**
The bidder must demonstrate efficient utilization of limited funds, appropriate allocation of costs and resources, and cost effectiveness. Points will be awarded based on a conservative level of administrative costs, an effective and sound fiscal management system, process for recoupment of costs, staffing costs appropriate to the services, and whether costs are necessary, reasonable, allocable, and allowable. Coordination of resources and the value associated with such services, and competitiveness of costs for comparable services will be evaluated.
- **Price/Cost Analysis/Value** **15**
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, administration and operational costs/overhead costs, competitiveness of overall costs, and in-kind matching funds. All costs are significant competitive variables in this procurement.

TOTAL POSSIBLE POINTS **100**

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, a spreadsheet 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 get 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 should be emailed to procurement@wfsdallas.com In the event a bidder must use mail or delivery service, please address to:

Procurement Appeal
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 – 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 THE MANAGEMENT OF CHILD CARE SERVICES SYSTEM

The child care contractor will manage and administer the CCS system for Dallas County. Services provided to families in the community must include at a minimum:

- Improve the availability, accessibility, and affordability of child care to eligible parents who are working, attending school, or participating in job training
- Comprehensive child care resources and information
- Opportunity for early childhood learning programs to participate in a Texas Rising Star System
- Collaboration with community partners for further enhancement of child care services
- Training and educational opportunities to child care providers to increase quality of care and for self-enhancement purposes.

Targeted customers include income eligible families, Temporary Assistance for Needy Families (Choices) participants, DFPS children, Supplemental Nutritional Assistance Program Employment and Training (SNAP E&T) customers, Workforce Innovation and Opportunity Act (WIOA) customers, teen parents, homeless, and foster children. The Board realizes that child care is a primary support service that parents may need to work or increase skills and opportunity by attending school or participating in job training.

For successful CCS implementation, the following key functions should be incorporated into the child care contractor's service and system design:

- Customer Services
- Provider Services
- Local Match Program
- Texas Rising Star Program
- Community Resources Enhancement Activities
- Monitoring/Continuous Improvement
- Child Care Attendance Automation System (CCAA)
- The Workforce Information System of Texas (TWIST) – *Texas Child Care Connection TXC3 (forecasted to be implemented 7/1/2024)*
- Financial Management System
- Child Care Services Program Outcomes

3.1 CUSTOMER SERVICES - Customer services include consulting with applicants, determining and documenting eligibility of services, providing parental information to maintain services, information about quality child care indicators and the Texas Rising Star certification program, parent share of cost, and completing paperwork and data entry in a timely manner. Licensed child care facilities, registered day homes, and/or relative care are options for parents and the child care contractor must explain and authorize appropriate child care arrangements. The child care contractor will manage the opening and closing of intake of families for child care services when necessary based upon available

funding and develop a system to notify both the Board and parents, with recommendations prior to intake being closed or re-opened. The child care contractor will make available an easily accessible child care wait list process and manage a process for placement from the wait list. Customer appeals are significant to customer services, and management of this process will be the responsibility of the child care contractor. Special services need to be addressed, such as strategies for providing eligibility determination at off-site locations, unique barriers in obtaining child care services (language, weekend care, night care, etc.) and providing inclusion services to those who qualify. The child care contractor should also have current and developing strategies to increase customer access to services in Dallas County.

3.2 PROVIDER SERVICES - Provider services include on-going recruitment and enrollment of new child care providers, renewing agreements with current providers, verifying the collection of parent fees, annual provider visits for compliance purposes, and offering necessary technical assistance, TRS mentoring as required by regulation and rule, training and professional development to providers and their staff. The child care contractor will ensure continued eligibility of child care providers and take appropriate action when a provider is no longer eligible to receive CCS-funded services, use of the Child Care Attendance Automation System, and inform providers of changes in regulations, rules and Board policy that impact them. In addition, ensure that all child care providers in the system understand the use, responsibilities, and reporting requirements of the **KinderSystems Automated Attendance System**. The child care contractor will reimburse providers for the cost of care utilizing the allowable payment method. The child care contractor will be responsible for developing and maintaining a process for the recoupment of improper payments. Special provider services need to be addressed, such as strategies to recruit more Texas Rising Star providers, and to recruit more providers to offer care during non-traditional hours and/or when a customer has an urgent need that is not met by the current provider base. Coordination with inclusion services is significant to provider services as well.

3.3 LOCAL MATCH PROGRAM - Unmatched federal child care funds are included in the allocation of child care funds to the Board, which are the basis of the Local Match Program. To utilize these funds, the Board writes local match agreements. The contractor will be required to assist in securing local match partners. This combined funding of local match and federal dollars provides additional child care services to Dallas County, enabling more parents to work or participate in training or education. The child care contractor will jointly work with Board staff to identify potential contributors and develop relationships with eligible entities to certify, transfer or donate the required local match. The child care contractor will ensure local match funds are expended appropriately and in a timely manner. Determining the eligibility of children participating in the program is also a contractor's responsibility. Local match funding is a critical component of CCS and will require key staff to be responsible for this program.

3.4 COMMUNITY RESOURCES ENHANCEMENT ACTIVITIES - The child care contractor will be responsible for the management, coordination, and scheduling of community resources enhancement activities. The child care contractor will provide training and educational opportunities to child care providers to increase quality of care and for self-enhancement purposes. An annual needs and resource assessment for Dallas County may be conducted to develop accurate quality improvement activities. These activities must be tracked and evaluated for effectiveness and modified when necessary. Training opportunities should be offered to child care provider staff to promote child care quality standards (*Texas Rising Star, Texas Early Education Model, and Texas School Ready! Programs*). The child care contractor will provide ongoing mentoring to current TRS providers, and outreach and recruitment of providers for TRS certification to increase quality child care options in Dallas County.

The child care contractor will ensure TRS Mentors demonstrate knowledge of best practices in early childhood education and understand early childhood evaluations, observation, and assessment tools for teachers and children, and meet the background check, education, work experience and training requirements to provide TRS mentoring services. Mentoring will assist interested child care providers attain TRS certification and assist current TRS providers in maintaining or increasing their TRS certification level.

Providing educational resources to parents as well as the public is also an important element of quality child care improvement in the community. The child care contractor will be responsible for ongoing recruiting, scheduling, and tracking of all training and educational activities provided to parents and child care providers to assist with enhancing the awareness and accessibility of child care quality in Dallas County.

Currently, the child care services system contractor manages and operates the Texas Rising Star quality activities.

3.5 MONITORING/CONTINUOUS IMPROVEMENT - The child care contractor should conduct on-going internal monitoring to ensure compliance with policies, rules, and regulations. The contractor must provide a high-level oversight for all provider payments including recoupment of any improper payment and identification of fraud and abuse. Quality customer service, high levels of performance and personal accountability are the main focal points of this area; and standards should be in place and adjusted as necessary to achieve these tasks. All results, satisfactory and unsatisfactory, need to be analyzed and addressed appropriately and in a timely manner. With the information collected, proper staff development and training activities need to be assembled to further support quality child care improvement for Dallas County. Improvement techniques and practices should continuously occur and be developed to attain high levels of efficiency and effectiveness throughout all areas of the CCS program, as well as the organization.

3.6 CHILD CARE ATTENDANCE AUTOMATION SYSTEM (CCAA) - The Child Care Attendance Automation (CCAA) system was developed by the TWC to implement new child care attendance and reporting procedures. Using the “swipe card” system approach, the CCAA is designed to accomplish three objectives:

- Give parents the responsibility for reporting child care attendance
- Ease the burden of child care claims on child care providers and child care contractor staff
- Provide tracking and independent verification that a child attended the child care facility

The use of the CCAA system by Child Care Providers is mandatory. The CCS contractor will have management responsibility for the CCAA system. An advanced knowledge of automation systems, techniques for assuring data integrity and the ability to produce special and ad-hoc reports are critical to successful CCS operations.

The Texas Workforce Commission will deploy a new attendance system in July 2024. The child care services contractor will be required to utilize the new system at that time. The contractor will be responsible for ensuring staff are trained and prepared to implement once deployed.

3.7 THE WORKFORCE INFORMATION SYSTEM OF TEXAS (TWIST) — The successful bidder must be familiar with proper utilization of The Workforce Information System of Texas (TWIST) for management of both child care services and fiscal responsibilities. Knowledge of functionalities of child care services and fiscal management responsibilities in TWIST and experienced personnel is critical to successful operations.

A new Child Care Management system, Texas Child Care Connection (TX3C) is expected to go live on 7/1/2024

It is anticipated that on July 1, 2024, the Texas Child Care Connection (TX3C) will be fully operational and replacing TWIST as the information and data base system for the child care system. This new child care system will be available to local boards and their contractors. The selected child care contractor will ensure that data is entered in a timely manner, maintaining integrity of the system while observing data security practices.

3.8 FINANCIAL MANAGEMENT SYSTEM - WFSDallas seeks an efficient utilization of limited funds, appropriate allocation of costs and resources, and cost effectiveness. An effective fiscal management system, process for recoupment of costs, contact hour costs, staffing costs appropriate to the services, and whether costs are necessary, reasonable, allocable, and allowable while following appropriate procurement processes and documentation.

3.9 CHILD CARE SERVICES PROGRAM OUTCOMES - To provide successful child care services, a comprehensive accountability system must be in place to determine the contractor’s effectiveness in providing services. Contractors will be required to meet the Board’s performance outcomes and process measures outlined below:

- Current performance target established by the Texas Workforce Commission is **15,945** average number of children served per day

The average number of children served per day is defined as the average number per day of full-time and part-time child care paid for from the contractor’s funds allocated to the area. The numerator is the total number of days; full and part days of child care enrollment provided during the reporting period. Enrollments may be full day or part day, but both count

as one (1) enrollment day. The denominator is the number of child care days occurring during the reporting period and includes any weekday and holidays that fall on a weekday.

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 Narrative optimal page limit is 50 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 the proposal.

4.2 RESPONSE CHECKLIST AND ORDER OF SUBMISSION

The proposal must be submitted in order as Attachments:

- A. Proposal Cover Sheet
- B. Executive Summary
- C. Proposal Narrative (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. Authorized Signature
- J. Texas Corporate Franchise Tax Certification

Submit the following items as additional attachments in the bidder's response.

- K. Proof of Incorporation or Agency Status
- L. Current list of Board of Directors and/or principals/chief officers; include name, position or title, business address, and daytime phone of everyone listed.
- M. List of References, including liaison or contracting officer of any listed contract or funding source.
- N. Proof of bonding (if applicable) and Certificates of Insurance/Insurance Binders.
- O. Organizational chart
- P. Job Descriptions and Resumes
- Q. Coordination Agreements

4.3 PROPOSAL NARRATIVE (STATEMENT OF WORK)

A proposal should provide a complete description of the proposed management of child care services in **narrative form**, according to the following instructions. Include the technical data that demonstrates that the bidder's plan and capabilities will meet the RFP requirements.

A. DEMONSTRATED EFFECTIVENESS INCLUDING ORGANIZATIONAL CAPACITY/ QUALIFICATIONS

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. Describe your organizational capacity to effectively perform the services requested. 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 Exhibit properly labeled.

B. OPERATIONAL PLAN/PROGRAM DESIGN

Utilizing the information described in Part 3, describe how the organization will manage and operate child care services to Dallas County customers, while demonstrating a thorough understanding of the child care rules for each targeted component. Key areas of consideration include efficiency of processes and resources, community collaboration, and integrity of service delivery and maintenance of information. ***Provide a separate response for each targeted component.***

Customer Services – Overall approach to successfully provide services to customers describing your delivery of service strategies, eligibility determination and recertification, referral and enrollment, parent responsibilities, parent share of cost, wait list and information about parent choice and types of available child care.

Provider Services – Overall approach to successfully provide services to providers describing outreach and recruitment strategies to expand the accessibility of quality child care services in Dallas County, coordinating enrollment, attendance, and payment for care, advise providers on the requirements on collecting parent share of cost and the use of the Child Care Attendance Automation System and new TX3C system, provide technical assistance and professional development. Texas Rising Star Mentoring is required by regulation. Describe how this activity will be implemented in your design including the number of Mentors, assessment of provider's needs, and how the needs will be met.

Local Match Program – Describe how your organization will collaborate with Board staff to identify and develop relationships with eligible entities (local public and private entities for the purpose of matching federal funds) to certify, transfer or donate the required local match funds, including but not limited to securing local match partners and providing services utilizing the local match funding.

Community Resources Enhancement Activities – Describe your overall approach in enhancing the quality of child care services to families and providers in Dallas County promoting awareness and accessibility to resources through collaborative partnerships in the community, training and professional development opportunities, consumer educational materials, and TRS Mentoring services. Describe how the needs of families and providers will be assessed and met. Describe your plan to outreach and recruitment of providers to TRS, and how the current TRS providers will be maintained and/or star level increased to ensure access to quality child care in Dallas County.

Monitoring/Continuous Improvement – Describe your monitoring and continuous improvement plan to ensure compliance with policies, regulations, and rules, including self-monitoring systems to ensure program efficiency. Describe your oversight of all provider payments including recoupment of improper payments and identification of fraud and abuse. Describe your continuous improvement techniques and practices for internal and external customers, including any additional resources that will assist in effectively operating and managing a comprehensive child care services program.

Child Care Attendance Automation (CCAA) – Describe your experience working with CCAA and proficiency in producing ad-hoc or special reports. Describe your strategies to handle non-compliance issues. Describe how you will implement the new attendance system.

The Workforce Information System of Texas (TWIST) – Describe your knowledge of TWIST and please indicate how you utilize TWIST to offer direct care billing support until July 2024. We understand that the new system TX3C will be implemented on July 1, 2024, please indicate how you will ensure your team's readiness to implement the new system. Describe your self-monitoring methods to ensure data integrity.

Transition Plan (for Proposers other than incumbent)

Transitional activities, if applicable, are expected to be completed between July and September 2024. It is expected by the Board that the parties involved in any transition will work together to ensure a seamless transition that prevents any

disruption of services.

The Board requires that any entity awarded a contract resulting from this RFP to:

- Give first consideration of employment to current employees providing child care services who may be displaced as a result of this procurement.
- Consult with the Board regarding the selection of the local project manager/director.
- Provide open enrollment for insurance and other benefits for currently employed staff that are transitioned from the previous contractor with benefits/coverage beginning on the first day of employment (10/1/24). This provision does not apply to new hires or hires after 10/1/24.
- Accept the rollover of accrued unused leave time as allowed under the previous contractor's policies for staff transitioned from the previous contractor. This provision does not apply to new hires or hires after 10/1/24. The new contractor may implement new policies and limits after the transition.

Describe the activities you anticipate being required of each party to transition the CCS program and provide a timeframe for each. To minimize any disruption of services to customers and providers, describe what steps will be taken including how customer and provider files will be transitioned as well as the processing of claims. Describe how you will determine the assessment of current contractor staff, proposed staffing plans including hiring and negotiating salaries.

D. FINANCIAL MANAGEMENT

Describe your fiscal management system including internal controls; knowledge of GAAP; cash management; policies related to payroll, leave, and travel; fiscal monitoring systems; procedures for processing provider payments timely; and current sources of funding. Also, describe how any disallowed costs will be repaid consistent with Texas Administrative Code, Title 40, Part 20, Chapter 802.

Have you had any disallowed costs during the past two (2) years in any program under your operation? If so, what was the amount and what was the reason(s) for the disallowance? Please provide a table that outlines this information, including the date and how it was resolved.

Please also provide audit reports for the last three years, procurement process, and (for nonprofit organizations) the most recent IRS Form 990.

E. PRICE/COST ANALYSIS/VALUE

Describe the value provided by your proposed budget. Include a description of how your budget allows for sufficient financial resources to cover a 4–6-week period before being reimbursed. Also, describe any in-kind or matching funds contributed to this project.

4.4 INSTRUCTIONS FOR COMPLETING BUDGET FORMS

Complete all forms as requested.

The budget forms include:

- **Proposed ANNUAL Cost-Reimbursement Budget (Attachment D)**
- **Salary Allocation Plan (Attachment E)**
- **Budget Back-Up (Attachment F)**

All costs must be necessary, reasonable, and allowable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget Circulars, and/or the Uniform Grant Management Standards, as applicable. Please refer to the TWC Financial Manual for Grants and Contracts for detailed information. <https://www.twc.texas.gov/agency/grant-administration-financial-reporting>

All costs listed on the line item Proposed Annual Cost Reimbursement Budget MUST be explained in detail on the Budget Back-up. If successful, the Proposed ANNUAL Cost-Reimbursement Budget will serve as a basis for contract negotiation.

The proposed budget should include only the cost of those management and operations activities requested in this proposal. Once final contracts are awarded, the Board will be responsible for designating cost categories

and the allocation of funding streams.

Currently structured including pass-through funds, annual expenses for Child Care Services is approximately \$120M. Budgets for the purpose of this procurement must include as applicable and not limited to, salaries, benefits, travel, training, consumable office supplies, insurance and bonding, audit services, professional services, and profit or performance incentives for management and operations of child care services (currently operating at approximately 5% of the grant, the remainder is used as pass-through funds for child care providers).

Proposed ANNUAL Cost Reimbursement Budget Form, Attachment D, should be completed and submitted with each proposal. The budget submitted should represent a **ONE-YEAR projection of expenses**. All costs should be indicated using the budget forms for the following services: management and operations of all direct service costs and management of the local match process. No budget is requested at this time for child care quality activities described in the Community Resources Enhancement Activities section of this RFP. As funds become available, we will negotiate with the management and operation contractor to assist with delivery of quality services based upon the proposal response.

Section A - Personnel Costs - include salaries, fringe benefits, and other costs of all regular staff positions as described in the proposal narrative. Item A.1. must match the total of the column labeled "Paid by These Board Funds" in the Salary Allocation Plan. Line items for any necessary travel, per diem, costs of training staff, and other personnel costs are provided. (Section A does not include professional personnel who provide independent services on a contractual basis such as auditors; costs of such contractual services should be listed in Section E, below. Section A should include the costs of any temporary staff planned; however, please note temporary staff **MUST** be properly procured. See Part 2.4 subcontracting requirements.

- **Salaries** – include wages/salaries for all project personnel, consistent with the proposal narrative. This line item should match the total costs shown in the Salary Allocation Plan (Attachment E).
Currently there are approximately 101 CCS (PT/FT) staff employed with the current contractor, and 20 Texas Rising Star Mentors specific to quality activities. Although, the Board encourages any organization awarded funds through this RFP to give first consideration in employment to current CCS employees who may be displaced as a result of this procurement, bidders should make an independent analysis and projection for necessary staffing. The scope of staffing must include a full-time project manager and chief financial officer or controller, transition planning and the consideration of qualified available child care professionals currently employed by the system. After awarding a contract and in the event functional revisions become necessary due to mandated legislative changes or other actions, the Board may negotiate changes to staffing levels within the contract. Action chosen for changes in staffing are the separate responsibility of the contractor, including any litigation arising from these actions.
- **Fringe Benefits** – the cost of all fringe benefits (medical insurance, FICA, U.I., Worker's Comp, retirement, etc.) associated with all project personnel.
- **Staff Travel** – 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 fees, and reimbursable employee training and education costs (i.e., tuition/fees as allowed by personnel policies).
- **Other** – any other personnel costs not already included in any of the above line items such as temporary staff. Such costs must be individually listed and explained in the Budget Back-up (Attachment F).

Section B – Non-Personnel Costs – including supplies, postage, printing, phones, and membership dues, subscription, communication, etc. 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** – costs associated with any outside printing, binding, or reproduction of materials.
- **Postage/Freight** – costs of postage, shipping, and courier services.
- **Telephone/Communications** – cost of cell phones, pagers, and other personal communication devices. Phone and data systems are provided for all workforce solutions offices by WFSDallas.

- **Membership & Subscriptions** – fees and dues associated with membership of a professional organization. **The cost of membership in an organization substantially engaged in lobbying is unallowable.** Costs associated with journals, newspapers, magazines, etc. and costs associated with publications for advertisement of job vacancies, procurements, legal or public notices, etc. Do NOT include advertising costs related to customer outreach/recruitment.
- **Other non-personnel Costs-** any other non-personnel 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 C – Insurance – All contractors must provide a fidelity bond that is sufficient to cover the largest cumulative amount of all cash requests submitted on any given day or the cumulative amount of funds on hand at any given point. The difference must be secured through bonds, insurance, escrow accounts, cash on deposit, or other methods to secure funds consistent with Texas Administrative Code, Title 40 Part 20, Rule § 802.21 and comply with the requirements of the TWC Financial Manual for Grants and Contracts, Chapter 3, Section 3.2.

Public agents must provide comparable insurance coverage for all categories. Insurance binders or certificates are requested in the attachments. If all the listed insurance is not currently in place please include a statement of commitment to obtain such insurance in case the Board awards your agency a contract.

For purposes of the line item, list insurance coverage required should the proposal result in a contract with the Board. This includes General Liability (bodily injury) in the minimum amount of \$2,000,000 per occurrence and \$3,000,000 aggregate, and Fidelity Bonding for all bidders' staff who handle Board funds. The fidelity bond must cover the largest cumulative amount of all cash requests submitted on any given day or the cumulative amount of funds on hand at any given point. If an automobile or other vehicle is used in connection with contracted activities for transportation of Contractor employees, auto coverage is also required. The Board will not reimburse costs for errors and omissions insurance coverage, but it is required. The Board recommends that selected contractors maintain directors and officer's insurance.

Note on Insurance Requirements -- Selected Contractors shall indemnify, save and hold the Board 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, or its subcontractors. 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.

Motor Vehicle – If the contractor or their employees use motor vehicles in conducting business under a contract resulting from this RFP, liability insurance coverage covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection; and a maximum deductible of \$500.00.

Section D – Space, Facilities and Equipment – includes costs for office space, utilities, equipment, and furniture, etc. to manage child care services. Only equipment and furniture necessary for project functions listed in this proposal that go beyond the usual course of business should be listed here.

The cost of facilities, including administrative offices, parking, utilities, phones, postage, maintenance and repair, technology, advertising are NOT to be included in the line-item budget unless proposed in addition to existing services provided by the Board, which is only for the cost of the management services solicited by this RFP.

Section E – Other Costs - includes other contractual professional services. A Uniform Guidance Single Audit (formerly A-133 compliance audit) is required if a contractor is awarded a Dallas County Local Workforce Development Board contract that receives more than \$750,000 in federal funds.

Section F – Indirect Costs/Management Costs – Indirect Rate is an allowable line item only if the bidder is an entity with an approved indirect cost plan. Management fee is an allowable line item only if the bidder cannot itemize costs and is proposing a management fee. Bidder may not charge BOTH indirect and a management fee. If indirect costs are requested in this proposal, a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate is required. Indirect cost plans are only approved for entities that currently have grants/contracts with the government.

Section G- Profit/Incentive Costs – Profit is an allowable line item only if the bidder is a for-profit entity. All profit/incentives are negotiable. Incentives are an allowable line item if the bidder is a non-profit entity. If you are proposing profit/incentive costs, please provide a detailed schedule.

Section H – Matching – In-Kind - Use to report any In-Kind provided. Cost of items used in the operation of Child Care Services, but not charged to Board, should be noted as "in-kind". Similarly, staff time devoted to the proposed project, but paid for by others, should be listed as "in-kind" or "Paid by Others" in the Staff Allocation Plan. Such "In-kind" contributions and their costs should also be reported in the narrative. If any cost item in the proposed budget is to be provided by a bidder from other sources, and not paid for by the Board, listing that item as "In Kind" will assure the Board that an important cost item has not been overlooked.

Salary Allocation Plan - (Attachment E) provides sufficient back-up data for Line-Item A.1, "Salaries", in conjunction with the Narrative; however, the narrative must contain adequate job descriptions to enable the Board to determine that the staff expenses are reasonable and necessary. If the 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 bidder's personnel policies) to convert salaries into an hourly rate. Fringe benefits should be itemized and the cost of each listed (as percent of total salary or a fixed amount) to indicate how the total in Item A.2. is calculated.

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

PART 5.0 ASSURANCES AND CERTIFICATIONS

The assurances and certifications can be found at <https://www.wfsdallas.com/doing-business>.

PART 6.0 DEFINITIONS OF KEY TERMS

The definitions of key terms can be found at <https://www.wfsdallas.com/doing-business>.